FULLY EXECUTED - CHANGE 2

Contract Number: 4400018036

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: 186996

Supplier Name/Address:
EPLUS TECHNOLOGY INC
EPLUS TECHNOLOGY INC
130 FUTURA DR
POTTSTOWN PA 19464-3480 US

Supplier Phone Number: 610-495-1245

Supplier Fax Number: 610-495-1208

Purchasing Agent

Name: Hosler Valarie

Phone: 717-703-2945

Fax: 717-346-3820

Please Deliver To:

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

Contract Name:
It Hardware Peripherals

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
	*** Validity Period Changed ***					
1	Hardware	0.000	Each	0.00	1	0.00
	*** Validity Period Changed ***					
2	SMALL MFD	0.000	Each	0.00	1	0.00
	*** Validity Period Changed ***					
3	Optional Services	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____ Title _____

Printed Name _____ Date _____

FULLY EXECUTED - CHANGE 2

Contract Number: 4400018036

Original Contract Effective Date: 05/04/2018

Contract Change Date: 03/19/2024

Valid From: 05/01/2018 To: 07/30/2025

Supplier Name:

EPLUS TECHNOLOGY INC

Header Text

This is Secondary contract to procure General IT Peripherals from EPLUS TECHNOLOGY INC and is a result of RFP 6100039046 Information Technology Hardware. The Primary contract is 4400017907 held by CDW.

All orders must be approved by contract manager. Agencies must provide justification to the contract manager to explain the utilization of the Secondary Supplier. Examples of valid justification are, but not limited to; the Primary Supplier cannot provide item(s), the Primary Suppliers cannot provide item(s) within the delivery requirements of the Contract or the Secondary Supplier shows significant cost savings compared to the Primary Supplier.

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

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 52222. VSH

No further information for this Contract

Information:

FULLY EXECUTED - CHANGE 2

Contract Number: 4400018036

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

Your SAP Vendor Number with us: 186996

Supplier Name/Address:
EPLUS TECHNOLOGY INC
EPLUS TECHNOLOGY INC
130 FUTURA DR
POTTSTOWN PA 19464-3480 US

Supplier Phone Number: 610-495-1245

Supplier Fax Number: 610-495-1208

Purchasing Agent

Name: Hosler Valarie

Phone: 717-703-2945

Fax: 717-346-3820

Please Deliver To:

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

Contract Name:
It Hardware Peripherals

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
1	Hardware	0.000	Each	0.00	1	0.00
2	SMALL MFD	0.000	Each	0.00	1	0.00
3	Optional Services	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____ Title _____

Printed Name _____ Date _____

FULLY EXECUTED - CHANGE 2

Contract Number: 4400018036

Original Contract Effective Date: 05/04/2018

Contract Change Date: 11/21/2023

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

Supplier Name:

EPLUS TECHNOLOGY INC

Header Text

This is Secondary contract to procure General IT Peripherals from EPLUS TECHNOLOGY INC and is a result of RFP 6100039046 Information Technology Hardware. The Primary contract is 4400017907 held by CDW.

All orders must be approved by contract manager. Agencies must provide justification to the contract manager to explain the utilization of the Secondary Supplier. Examples of valid justification are, but not limited to; the Primary Supplier cannot provide item(s), the Primary Suppliers cannot provide item(s) within the delivery requirements of the Contract or the Secondary Supplier shows significant cost savings compared to the Primary Supplier.

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

11.21.2023 - Commodity Specialist changed to Valarie Hosler. vsh

No further information for this Contract

Information:

FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400018036
Original Contract Effective Date: 05/04/2018
Contract Change Date: 05/11/2023
Valid From: 05/01/2018 To: 07/30/2024

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

Your SAP Vendor Number with us: 186996

Supplier Name/Address:
EPLUS TECHNOLOGY INC
EPLUS TECHNOLOGY INC
130 FUTURA DR
POTTSTOWN PA 19464-3480 US

Supplier Phone Number: 610-495-1245
Supplier Fax Number: 610-495-1208

Contract Name:
It Hardware Peripherals

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
1	Hardware	0.000	Each	0.00	1	0.00
2	SMALL MFD	0.000	Each	0.00	1	0.00
3	Optional Services	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____ Title _____

Printed Name _____ Date _____

FULLY EXECUTED - CHANGE 1 - REPRINT

Contract Number: 4400018036

Original Contract Effective Date: 05/04/2018

Contract Change Date: 05/11/2023

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

Supplier Name:

EPLUS TECHNOLOGY INC

Header Text

This is Secondary contract to procure General IT Peripherals from EPLUS TECHNOLOGY INC and is a result of RFP 6100039046 Information Technology Hardware. The Primary contract is 4400017907 held by CDW.

All orders must be approved by contract manager. Agencies must provide justification to the contract manager to explain the utilization of the Secondary Supplier. Examples of valid justification are, but not limited to; the Primary Supplier cannot provide item(s), the Primary Suppliers cannot provide item(s) within the delivery requirements of the Contract or the Secondary Supplier shows significant cost savings compared to the Primary Supplier.

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

No further information for this Contract

Information:

FULLY EXECUTED
Contract Number: 4400018036
Original Contract Effective Date: 05/04/2018
Valid From: 05/01/2018 To: 07/31/2023

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

Your SAP Vendor Number with us: 186996

Supplier Name/Address:
EPLUS TECHNOLOGY INC
EPLUS TECHNOLOGY INC
130 FUTURA DR
POTTSTOWN PA 19464-3480 US

Supplier Phone Number: 610-495-1245
Supplier Fax Number: 610-495-1208

Contract Name:
It Hardware Peripherals

Purchasing Agent
Name: Jaime Raymond
Phone: 717-346-3827
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
1	Hardware	0.000	Each	0.00	1	0.00
2	SMALL MFD	0.000	Each	0.00	1	0.00
3	Optional Services	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____ Title _____

Printed Name _____ Date _____

FULLY EXECUTED

Contract Number: 4400018036

Original Contract Effective Date: 05/04/2018

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

Supplier Name:

EPLUS TECHNOLOGY INC

Header Text

This is Secondary contract to procure General IT Peripherals from EPLUS TECHNOLOGY INC and is a result of RFP 6100039046 Information Technology Hardware. The Primary contract is 4400017907 held by CDW.

All orders must be approved by contract manager. Agencies must provide justification to the contract manager to explain the utilization of the Secondary Supplier. Examples of valid justification are, but not limited to; the Primary Supplier cannot provide item(s), the Primary Suppliers cannot provide item(s) within the delivery requirements of the Contract or the Secondary Supplier shows significant cost savings compared to the Primary Supplier.

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

No further information for this Contract

Information:

Contract Number: 4400018036

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 ePlus Technology, 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 Submittal; and

WHEREAS, DGS determined that Contractor's proposal for **Lot 3**, 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 3** as a **(Secondary Supplier to provide a backup option).**

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 3** as a **(Secondary Supplier to provide a backup option),** as more fully defined in the RFP, to Commonwealth executive agencies.

2. Commonwealth executive agencies shall procure their requirements for **Information Technology Hardware Lot 3** as a **(Secondary Supplier to provide**

a backup option) 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 Tab Lot 3 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 lot, 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 clarification of the final proposal documents attached as **Exhibit E-1**: Administrative Clarification Letter and Negotiations Clarification of the final proposal documents, attached as **Exhibit E-2:** and made part of this Contract.

      - **Exhibit E-1:** Clarification Letter from Raymond Jaime, dated February 22, 2017; and February 24, 2017 response from the

Contractor entitled "Information Technology Hardware RFP-Proposal Clarification ePlus."

- **Exhibit E-2:** Selection for Contract Negotiations Letter from Raymond A. Jaime, dated August 31, 2017; and September 06, 2017 response from the Contractor entitled "IT Hardware RFP 6100039046—Selection for Negotiations."

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Witness:

By: [redacted]

Nicholas DiArchangelo 12/1/17
Printed Name/Date

Title VP SLED Bus Dev.

CONTRACTOR:

By: [redacted]

Steven Moncarini SVP
Printed Name/Date 12/1/17

Title SVP

SAP Vendor Number: **163101**

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

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General

APPROVED:

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

EXHIBIT A

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

1. TERM OF CONTRACT

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

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

2. EXTENSION OF CONTRACT TERM

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

3. COMMENCEMENT OF PERFORMANCE

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

(i) the Effective Date has occurred; and

(ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.

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

4. ELECTRONIC SIGNATURES

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

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

(ii) Purchase Orders. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.

(b) The Commonwealth and the Contractor specifically agree as follows:

(i) No handwritten signature shall be required in order for the Contract to be legally enforceable.

(ii) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

(iii) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

5. DEFINITIONS

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

(a) Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency ".

(b) Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.

(c) Days: Unless specifically indicated otherwise, days mean calendar days.

(d) Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.

(e) Documentation: All materials required to support and convey information about the Services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.

(f) Expiration Date: The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.

(g) Services: All Contractor activity necessary to satisfy the Contract.

(h) Statement of Work: A document attached to a purchase order from the Contractor which details the Services which will be provided by the Contractor.

(i) Supplies: All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

6. PURCHASE ORDERS

(a) The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

(b) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

(c) Purchase Orders under ten thousand dollars ($10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

7. INDEPENDENT PRIME CONTRACTOR

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

8. SUBCONTRACTS

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

9. OTHER CONTRACTORS

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

10. DELIVERY

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

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

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

11. PRODUCT CONFORMANCE

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

(a) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.

(b) Supply published manufacturer product Documentation.

(c) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.

(d) Complete a survey/questionnaire relating to the bid requirements and specifications.

(e) Provide customer references.

(f) Provide a product demonstration at a location near Harrisburg or the using agency location.

12. ACCEPTANCE

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

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

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

13. REJECTED MATERIAL NOT CONSIDERED ABANDONED

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

14. ESTIMATED QUANTITIES

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

15. MANUFACTURER'S PRICE REDUCTION

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

16. SPECIAL REQUIREMENTS

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

17. WARRANTIES

(a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

(b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.

(c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.

(d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) All warranties shall survive final acceptance.

18. COMPENSATION

(a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.

(b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

19. BILLING REQUIREMENTS

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

(a) Vendor name and "Remit to " address, including SAP Vendor number;

(b) Bank routing information, if ACH;

(c) SAP Purchase Order number;

(d) Delivery Address, including name of Commonwealth agency;

(e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);

(f) Quantity provided;

(g) Unit price;

(h) Price extension;

(i) Total price; and

(j) Delivery date of Supplies or Services.

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

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

20. PAYMENT

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

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

(b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

(c) The Commonwealth will make contract payments through Automated Clearing House (ACH).

(i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

(ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

(iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. TAXES

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

22. CONFIDENTIALITY

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

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

(i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;

(ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;

(iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

(iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

(i) Prepare an un-redacted version of the appropriate document, and

(ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(iii) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

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

23. SENSITIVE INFORMATION

(a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.

(b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.

(c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

24. DATA BREACH OR LOSS

(a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.

(b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:

(c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

(d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

(e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

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

25. COMMONWEALTH HELD HARMLESS

(a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

26. LIMITATION OF LIABILITY

(a) The Contractor’s liability to the Commonwealth under the Contract shall be limited to the greater of $250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

(i) bodily injury;

(ii) death;

(iii) intentional injury;

(iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

(v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.

(vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.

(b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

27. DEFAULT

(a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

(i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;

(ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;

(iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;

(iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;

(v) Improper delivery;

(vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;

(vii) Delivery of a defective item;

(viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

(ix) Discontinuance of work without approval;

(x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

(xi) Insolvency or bankruptcy;

(xii) Assignment made for the benefit of creditors;

(xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

(xiv) Failure to protect, to repair, or to make good any damage or injury to property;

(xv) Breach of any provision of the Contract;

(xvi) Failure to comply with representations made in the Contractor's bid/proposal; or

(xvii) Failure to comply with applicable industry standards, customs, and practice.

(b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

(c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

(d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

28. FORCE MAJEURE

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

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

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

29. TERMINATION PROVISIONS

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

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

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

(i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;

(ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

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

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

(b) **NON-APPROPRIATION**: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose

(c) **TERMINATION FOR CAUSE**: The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

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

(i) Subject to Section 26, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

(ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(iii) Nothing in this subsection shall abidge 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.

(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 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.

Where Technology Means More™

ePlus
Request for Proposal Response

Commonwealth of Pennsylvania

IT Hardware Bid # 6100039046

February 16, 2017

TECHNICAL SUBMITTAL:

PROPOSAL COVER, REQUIRED APPENDICES & AUTHORIZATION LETTERS

Carl Skiba

4660 Trindle Road, Suite 101

Camp Hill, PA 17011

Phone: 717-730-1606

Email: cskiba@eplus.com

February 16, 2017

Raymond Jaime
Bureau of IT Procurement, 506 Finance
Harrisburg, PA 17110

Dear Mr. Jaime,

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for **IT Hardware Bid # 6100039046**. We have reviewed CoPA's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that CoPA and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight our strengths and expertise in this arena. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,

[redacted]

Steve Mencarini
Senior Vice President

NOTE: ePlus acknowledges receipt of Addenda 1-15. Our response complies with all requirements set forth therein.

Table of Contents

Executive Summary 3

ePlus Company Information 4

Appendices:

Appendix D. Proposal Cover Sheet - ePlus Response

Appendix I. Lobbying Certification Form - ePlus Response

Appendix U. Iran Free Procurement Certification Form – ePlus Response

Appendix A. ePlus Redline - Standard Contract Terms and Conditions for IT Supplies and Related Service

Appendix E. ePlus Redline - Software License Requirements Agreement Template

Attachments:

Attachment 1 – Authorization Letters Lot 3

Attachment 2 – Authorization Letter NetApp Lot 6

COPYRIGHT AND TRADEMARKS

OneSource, OneSource Procurement, Content+, and Manage+ are the trademarks of ePlus. OneSource, Procurement, Content+, and Manage+ software products are copyrighted and all rights reserved by ePlus. The style and format of this proposal is copyrighted and all rights reserved by ePlus. All other company and product names are the trademarks or registered trademarks of their respective companies.

© 2000 – 2016 ePlus
13595 Dulles Technology Drive
Herndon, VA 20171
703.984.8400
All rights reserved.

ePlus as a Reseller

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

PROPOSAL VALIDITY PERIOD

This proposal is valid for ninety (90) days from the date of submission (February 16, 2017).

Executive Summary

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for IT Technology Hardware RFP # 6100039046. We have reviewed the Commonwealth of Pennsylvania's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need and is in response to Lots 3 and 6.

The experience that ePlus will demonstrate throughout the process will highlight our strengths and expertise in this arena. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

ePlus Company Information

ePlus engineers transformative technology solutions for the most visionary organizations in the world. Through our master architects, engineers, and consultants, we see our clients' horizons and craft sustainable IT roadmaps to get them there. Then we make it happen. This takes imagination, relentless customer service, and the tenacity to enable our clients to achieve their visions. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,000 associates serving a diverse set of customers nationally and in Europe.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a publically reporting entity. Our most recently audited financial statements include fiscal year ending March 31, 2016, with annual revenues totaling $1.2B and stockholders' equity of $318.9M. Our full financial statements of quarterly and annual audited financials can be viewed at www.eplus.com/Investors/Pages/Annual-Reports.aspx or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters
ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
www.eplus.com
List of all ePlus Locations/Offices

Partnerships and Expertise

ePlus maintains deep partnerships with top manufacturers, including Check Point, Cisco, Citrix, Dell, EMC, F5, HPE, Intel, Juniper Networks, Lenovo, Microsoft, NetApp, Palo Alto Netwo rks, Pure Storage, and VMware—many who look to us for their own technology needs. Our expertise in all cloud, data center, security, infrastructure, mobility, and collaboration technologies transforms IT from a cost center to a business enabler.

ePlus. Where Technology Means More.®

ePlus Awards and Accolades

2016

CRN 2016 Tech Elite 250
Cisco Partner Summit 2016 Awards

- US Nationals Commercial Partner of the Year, Americas
- Global Service Provider Partner of the Year, Americas West
- US Nationals Architectural Excellence – Collaboration, Americas
- Architectural Excellence – Collaboration, Americas East

Completes Type 2 SSAE 16 Examination for Managed Services and
OneSource Family of Software Products

2015

Cisco Partner Summit 2015 Awards - Americas – Partner of the Year: US
NetApp Insight 2015 Awards
Cisco Excellence in Customer Satisfaction – ***14th designation of this award***
EMC Breakthrough Partner of the Year
Palo Alto Networks Americas Fast Growth Partner of the Year 2015
CRN 2015 Solution Provider 500 List (#32)
CRN 2015 Tech Elite 250
CRN 2015 Managed Service Provider 500 List / MSP Elite 150

2014

NetApp National FlexPod Partner of the Year
Cisco 2014 Advanced Collaboration Partner of the Year Contact Center Express Award
HP Gold Cloud Builder Specialist Designation
Authorized Surface Reseller in the Microsoft Devices Program
Cisco Excellence in Customer Satisfaction
CRN 2014 Solution Provider 500 List (#36)
Cisco Partner Summit 2014 Awards - Cisco Global Award for Cloud Builder of the Year
HP 2014 Top Growth Storage Partner Award
CRN 2014 List of Tech Elite 250
CRN 2014 Managed Service Provider 500 List

Advanced Authorizations and Staff Certifications

Strategic alliances with the industry's leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

Cisco

Cisco Gold Certified Partner

Cisco Master Specializations:

+ Cloud Builder
+ Security
+ Collaboration
+ Managed Services

Cisco Powered:

+ Managed Business Communications
+ Managed Security Services

Cisco Advanced Specializations:

+ Data Center Architecture
+ Borderless Network Architecture
+ Routing and Switching
+ Security
+ Content Security
+ Unified Computing

Cisco Authorized Technology Provider:

+ Data Virtualization
+ Application Centric Infrastructure
+ TelePresence Video Master
+ Physical Security
+ Identity Services Engine
+ Enterprise Mobility Services Platform
+ ServiceGrid
+ Unified Contact Center Enterprise
+ Energy Management Suite Integrator
+ Telehealth Reseller

Cisco Authorized Service Provider Video Partner

EMC

Business Partner

Hewlett Packard Enterprise

HPE Platinum Partner

HP

HP Partner First Platinum Partner

NetApp

NetApp Star Partner

NetApp Authorized Professional Services Partner

NetApp Solution Specializations

+ Data Center – FlexPod
+ FlexPod Premium Partner
+ Server Virtualization – VMware

Professional Services Certifications

+ Storage Infrastructure
+ Data Center

Support Services Certified

VMware

VMware Premier Solution Provider

VMware Authorized Consulting Partner

+ Infrastructure Virtualization Competency
+ Business Continuity / Disaster Recovery Competency
+ Desktop Virtualization (VIEW) Competency

Additional Key Vendors

ePlus Is Where Technology Means More

ePlus understands the full technology lifecycle. We bring more rigor and drive to every client engagement.

- We're experts in the **most critical technologies** that run our customer's business—from cloud and data center to security, infrastructure, and collaboration.
- We have the **best engineers** in the business to plan, build, support, and optimize your entire infrastructure.

From IT strategy and financing to professional and managed services, ePlus' **engineering-centric solutions** enable our clients to realize what it means for technology to do more.

Appendix D – Proposal Sheet

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	ePlus Technology, inc.
Offeror Mailing Address	13595 Dulles Technology Drive Herndon, VA 20171
Offeror Website	www.eplus.com
Offeror Contact Person	Carl Skiba, Account Executive
Contact Person's Phone Number	717-730-1606
Contact Person's Facsimile Number	717-730-1615
Contact Person's E-Mail Address	cskiba@eplus.com
Offeror Federal ID Number	[redacted]
Offeror SAP/SRM Vendor Number	
Lot(s) You Are Proposing On:	
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops	☐
2 - Tablets, Rugged Devices, and Non-Traditional Desktops	☐
3 - General IT Peripherals	X☐
4 - Apple Devices	☐
5 - Server Hardware	☐
6 - Storage Hardware	X☐

Submittals Enclosed and Separately Sealed:	
X☐	Technical Submittal Response Template
X☐	Small Diverse Business Participation Submittal
X☐	Cost Submittal Response Template

Signature
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's submittal: [redacted] Printed Name: Steve Mencarini
Title: Senior Vice President

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

Appendix I – Lobbying Certification Form

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: [redacted] (Steve Mencarini)

TITLE: Senior Vice President

DATE: February 16, 2017

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, if known:	**Congressional District**, if known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable: _____
8. Federal Action Number, if known:	**9. Award Amount,** if known: $
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ 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 U – Iran Free Procurement Certification Form

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.

Vendor Name/Financial Institution (Printed) ePlus Technology, inc.	
By (Authorized Signature) [redacted]	
Printed Name and Title of Person Signing Steve Mencarini, Senior Vice President	*Date Executed* February 16, 2017

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

ePlus Redline of Appendix A

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. Reasonable opportunity will be defined as ten (10) business days. 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 Contactor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform with the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

13. REJECTED MATERIAL NOT CONSIDERED ABANDONED

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

14. ESTIMATED QUANTITIES

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

15. MANUFACTURER'S PRICE REDUCTION

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

16. SPECIAL REQUIREMENTS

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

17. WARRANTIES

(a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

(b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.

(c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.

(d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) All warranties shall survive final acceptance.

18. COMPENSATION

(a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.

(b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

19. BILLING REQUIREMENTS

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

(a) Vendor name and "Remit to " address, including SAP Vendor number;

(b) Bank routing information, if ACH;

(c) SAP Purchase Order number;

(d) Delivery Address, including name of Commonwealth agency;

(e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);

(f) Quantity provided;

(g) Unit price;

(h) Price extension;

(i) Total price; and

(j) Delivery date of Supplies or Services.

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

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

20. PAYMENT

(a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To " address if a date on which payment is due is not specified in the Contract (a "proper " invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40. Payment

should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

(b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

(c) The Commonwealth will make contract payments through Automated Clearing House (ACH).

(i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

(ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

(iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 237400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required

for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

22. CONFIDENTIALITY

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

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

(i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;

(ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;

(iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

(iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

(i) Prepare an un-redacted version of the appropriate document, and

(ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(iii) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

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

23. SENSITIVE INFORMATION

(a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the

Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.

(b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.

(c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

24. DATA BREACH OR LOSS

(a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act,* 73 P.S. §§ 2301—2329.

(b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:

(c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

(d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

(e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

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

25. COMMONWEALTH HELD HARMLESS

(a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

26. LIMITATION OF LIABILITY

(a) The Contractor's liability to the Commonwealth under the Contract shall be limited to the greater of $250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

(i) bodily injury;

(ii) death;

(iii) intentional injury;

(iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

(v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.

(vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.

(b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

27. DEFAULT

(a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

(i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;

(ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;

(iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;

(iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;

(v) Improper delivery;

(vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;

(vii) Delivery of a defective item;

(viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

(ix) Discontinuance of work without approval;

(x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

(xi) Insolvency or bankruptcy;

(xii) Assignment made for the benefit of creditors;

(xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

(xiv) Failure to protect, to repair, or to make good any damage or injury to property;

(xv) Breach of any provision of the Contract;

(xvi) Failure to comply with representations made in the Contractor's bid/proposal; or

(xvii) Failure to comply with applicable industry standards, customs, and practice.

(b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

(c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

(d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

28. FORCE MAJEURE

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

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

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

29. TERMINATION PROVISIONS

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

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

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

(i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;

(ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

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

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

(b) **NON-APPROPRIATION**: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose

(c) **TERMINATION FOR CAUSE**: The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law.

(i) Subject to Section 26, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies

similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

(ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(iii) Nothing in this subsection shall abidge 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, once per annum, 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 within 5 business days of request.

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.~~Contractor is a reseller of the products and has no control over the license terms provided by the manufacturer and are required by their direct agreements with said manufacturers to pass through any licensing terms and conditions to the end user.

~~(e)~~(d) 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.

(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 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.

ePlus Redline of Appendix E

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 is a reseller of products provided by manufacturers of which Licensor has no control over direct terms from the manufacturer and due to direct reseller agreements with manufacturer cannot change said terms without manufacturer direct approval. Click Through, Shrink Wrap terms may still apply depending on the product(s) purchased throughout the term of this Agreement.

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 herby, 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, fines, 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).~~Any early termination will be subject to manufacturer approval.

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. With prior approval from the Licensor, ~~T~~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 and any penalties from the manufacturer.

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.

~~24.~~25. Commonwealth agrees to abide by all product licensing provisions or end user agreements imposed by the manufacturer or software publisher. Commonwealth shall not reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the computer software or remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the software. Commonwealth represents and warrants that any Products purchased according to the terms of this Agreement are for Commonwealth's internal use only and are not for resale or further distribution.

~~25.~~26. **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.~~27. **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. ____, under Agreement No. _____
Between
[Licensor_____]. and the Commonwealth of PA, [Agency]
[Licensor_____] 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. _____ between the Commonwealth and _____(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_____]
Authorized Signatory and Date: _____

Attachment 1 – Lot 3 Authorization Letters

APC
Channel Partner Program

APC by Schneider Electric

January 30th 2017

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Nick,

APC By Schneider Electric hereby recognizes ePlus Technology as an Authorized Reseller for our products and associated support/maintenance/services. **APC by Schneider Electric** validates that ePlus is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at **(714) 708-4794**.

Sincerely,

[redacted]

Ryan Palardy
National Channel Account Manager
APC by Schneider Electric
(714) 708-4794
Ryan.Palardy@schneider-electric.com

Certified Cirus Control Systems

7165 Boone Ave. N., Suite 190
Minneapolis, MN 55428
763-493-9380
info@certifiedcirus.com
www.certifiedcirus.com

2/3/2017

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Nick,

Cerified Cirus Control Systems hereby recognizes ePlus Technology as an Authorized Reseller for our products associated with the above referenced RFP, and associated support/maintenance/services. Certified Cirus Control Systems validates that ePlus is authorized to sell the products contained in this RFP to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at 610-533-0024.

Sincerely,

Dave Austin
Director of Sales
Certified Cirus Control Systems
610-533-0024
610-502-1971
daustin21@msn.com

Check Point
SOFTWARE TECHNOLOGIES LTD.

February 6, 2017

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Nick,

Check Point Software Technologies, Inc. hereby recognizes ePlus Technology as an Authorized Reseller for our products and associated support/maintenance/services. Check Point Software Technologies, Inc. validates that ePlus is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at 443 745-6300.

Sincerely,

[redacted]

David D. Webb
National Channel Lead
Check Point Software Technologies, Inc
443 745-6300
dwebb@checkpoint.com

01/31/2017

ePlus Technology, Inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

RE: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

To Whom It May Concern,

Pursuant to your request under Commonwealth of Pennsylvania IT Hardware RFP 6100039046, this letter is to certify that ePlus Technology, Inc. is a Dell authorized reseller participating in the Dell PartnerDirect Program. This relationship authorizes ePlus Technology, Inc. to resell Dell-branded products and services to the Commonwealth under IT Hardware RFP 6100039046 in accordance with the Dell Reseller Terms of Sale and the Dell PartnerDirect Program Terms and Conditions.

We look forward to doing business with you.

Warm regards,

[redacted]

Kevin Bromley
Contract Senior Advisor
Dell Legal, Global Commercial Channels

January 31st, 2017

Re: RFP 6100039046 - Information Technology Hardware:

This letter confirms ePlus is currently an authorized reseller of F5 Networks, Inc. (F5) products and services in North America. ePlus is a Platinum level Unity partner with F5 Networks.

Respectfully Submitted,

[redacted]

David Helfer
Vice President, WW Channel Sales
401 Elliott Avenue West
Seattle, WA 98119

FUJITSU FUJITSU COMPUTER PRODUCTS OF AMERICA

1250 E. Arques Avenue
Building A
Sunnyvale, CA 94085
http://us.fujitsu.com/fcpa

Date: 2/07/2017

To whom it may concern,

As of the Date above, the reseller identified below is an authorized reseller of the Fujitsu Imaging Products line. This authorization includes the resale of imaging hardware products and maintenance and support services for the hardware products.

Reseller: ePlus Technology, Inc.

130 Futura Drive

Pottstown, PA 19464

Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Sincerely,

[redacted]

Masanori Shibusawa

Sr. Vice President, Product Management, Sales Operations, Planning & Service

Certificate Of Partnership

Effective from: February 6, 2017
IT Hardware RFP - 6100039046

EPLUS TECHNOLOGY INC

UNITED STATES

Is an **HP Partner First** member and has the following designations:

Platinum

Partner First Platinum Imaging Printing Partner

Specializations

Partner First Client Virtualization Specialist
Partner First Managed Print Specialist
Partner First Services Specialist Delivery
Partner First Technical Production Specialist
Partner First Managed Complete Offer
Partner First Managed Print Specialist Select
Partner First Services Specialist Sales

[redacted]

David Lary

Vice President
Partner Development & Programs
Americas Commercial Channel
HP Inc.

© Copyright 2016 HP Inc. The information contained here in is subject to change without notice. 2016 HP Restricted. This document contains confidential and/or legally privileged information. It is intended for HP and Channel Partner Internal Use only. **Partner must regenerate document if status changes**

2750 Crestwood Boulevard Birmingham, Alabama 35210 Telephone: (205) 439-7100 Fax: (205) 956-5309 www.ibml.com

2/1/2017

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Nick,

Imaging Business Machines, LLC (ibml) hereby recognizes ePlus Technology as an Authorized Reseller for our products and associated support/maintenance/services. Ibml validates that ePlus is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at 717 575 7673.

Sincerely,

[redacted]

Document scanning. Done right.™

ibml

2750 Crestwood Boulevard Birmingham, Alabama 35210 Telephone: (205) 439-7100 Fax: (205) 956-5309 www.ibml.com

Richard R. Miller
Sr. Account Representative
ibml
717 575 7673
205 314 1833
rmiller@ibml.com

[redacted]

February 1, 2017

Re: Commonwealth of Pennsylvania
IT Hardware RFP 6100039046

Manufacturer Letter of Authorization

Lexmark International, Inc. hereby certifies that ePlus Technology, Inc. is a reseller of Lexmark products and is authorized to sell all such products. If awarded a contract with Commonwealth of Pennsylvania, Lexmark will furnish such reseller, subject to its normal business practices, the Lexmark products being bid.

Lexmark International, Inc.	ePlus Technology, inc.
Manufacturer	Name of Reseller
740 West New Circle Road	130 Futura Drive
Lexington, KY 40550	Pottstown, PA 19464

Jerry Kelly
Director of Contracts

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com

Microsoft

February 7th, 2017

To: ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

RE: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046
ePlus Technology, inc
Verification of status as an Authorized Microsoft Reseller
Microsoft Partner Number: 1021026

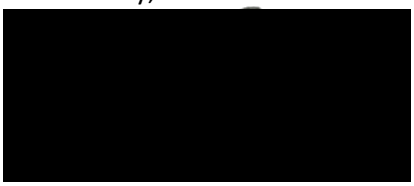
Nick,

Microsoft hereby recognizes ePlus Technology, inc. as an Authorized Reseller for our products and associated support/maintenance/services. Microsoft validates that ePlus Technology, inc. is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at 425-705-8429.

Sincerely,



Jeff Shirk
Partner Sales Executive
Microsoft
425-705-8429
jshirk@microsoft.com

Microsoft Corporation is an equal opportunity employer

January 31, 2017

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Nick,

MultiTech Systems hereby recognizes ePlus Technology as an Authorized Reseller for our products and associated support/maintenance/services. MultiTech Systems validates that ePlus is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at 763.717.5485.

Sincerely,

[redacted]

David Tincher
Sales Manager
MultiTech Systems
2205 Woodale Drive
Mounds View, MN 55112

Phone: 763.717.5485
Fax: 763.762.8487
dtincher@multitech.com

Polycom, Inc.
6001 America Center Drive
P.O. Box 641390
San Jose, CA 95164

TEL 408-586-6000

www.polycom.com

January 30, 2017

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Dear Mr. D'Archangelo:

Polycom, Inc. hereby recognizes ePlus Technology, inc. as an Authorized Reseller in the Commonwealth of Pennsylvania for the products, maintenance, and services listed in the attached Certification and Specialization letter dated January 30, 2017.

Polycom looks forward to working with ePlus Technology and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this opportunity.

If you have any questions, please contact me directly at (571) 888-2062 or via email at lori.shaffer@polycom.com.

Sincerely,

[redacted]

Lori Shaffer
Public Sector Contracts Manager
Polycom, Inc.

Attachment – Certification and Specialization letter dated January 30, 2017

CERTIFICATION & SPECIALIZATION

January 30 , 2017

To Whom It May Concern:

It is my privilege to inform you that ePlus Technology, inc has been awarded **Authorized** Partner Status.

Furthermore, having met the requirements for Polycom Certification/Specialization, **ePlus Technology, inc** company can sell the following Product(s) within the countries listed below.

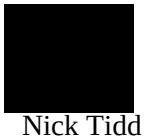
Certification	**Expiration Date**
Video Endpoints	
Voice Endpoints	05/10/2017
Microsoft Optimized CX Devices	

Specialization	**Expiration Date**

Countries: United States.

Polycom Partners are recognized within the industry for their sales acumen and technical expertise. For further information or questions about Polycom Certification or Specialization achievement, please contact ePlus Technology, inc.

Best Regards,



Nick Tidd
Vice President, Global Partner Organization

SourceTechnologies®
Innovate. Inspire. Achieve.

February 2, 2017

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Nick,

Source Technologies hereby recognizes ePlus Technology as an Authorized Reseller for our products and associated support/maintenance/services. Source Technologies validates that ePlus is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact Mark Reynolds, 704-969-7547.

Sincerely,

[redacted]

Keith Hamilton
President / CEO
Source Technologies

1759 Wehrle Drive
Williamsville, NY 14221

DISTRIBUTOR AUTHORIZATION FORM

Date:	***Wednesday, February 08, 2017***
End User:	***Commonwealth of PA***

Reseller:	***ePlus Technology, Inc - Hardware and Software***		
Street Address:	***13595 DULLES TECHNOLOGY DR***		
City, State & Zip Code:	***HERNDON VA 20171-3413***		
Contact Name:	***Melissa Burnheter***	**Phone Number:**	***484-791-6016***
Email Address:	MBurnheter@EPLUS.com	**Fax Number:**	***781-615-1401***

Reseller is authorized to purchase, receive standard warranty support and to resell products from manufacturers listed below. This is not a commitment of product availability. Manufacturer's purchasing restrictions and authorizations may apply. For clarification as to depth and or requirements of manufacturer authorizations for Reseller account and upon ordering, Reseller should contact their Ingram Micro account representative.

Manufacturers:

HAVIS
FUJITSU COMPUTER PRODUCTS
FUJITSU CONSUMABLES
FUJITSU IMAGING (SCANNERS)

GOVT AGENCIES: For confirming of product authorizations through ***Ingram Micro, Inc.***, please contact:

[redacted]

W. Charles Graf, Program Manager
716.633.3600

Attachment 2 – Lot 6 Authorization Letter

NetApp
Go further, faster

Date

ePlus Technology, inc.
130 Futura Drive
Pottstown, PA 19464
Attn: Nick D'Archangelo

Ref: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

Nick,

NetApp, Inc. hereby recognizes ePlus Technology as an Authorized Reseller for our products and associated support/maintenance/services. NetApp, Inc. validates that ePlus is authorized to sell our products to public sector entities across the entire Commonwealth of PA.

Our company looks forward to working with ePlus Technology, inc. and the Commonwealth of Pennsylvania during the bid, award, and fulfillment process for this contract.

Should you have any questions, please contact me directly at 201-400-4435.

Sincerely,

[redacted]

Mark R. Worms
Account Executive – US Public Sector
State, Local and Higher Education Sales – NJ/PA
(201) 400-4435 mobile
mark.worms@netapp.com
www.netapp.com

Where Technology Means More™

ePlus
Request for Proposal Response

Commonwealth of Pennsylvania

IT Hardware Bid # 6100039046

February 16, 2017

TECHNICAL SUBMITTAL:

APPENDIX H

Carl Skiba

4660 Trindle Road, Suite 101

Camp Hill, PA 17011

Phone: 717-730-1606

Email: cskiba@eplus.com

February 16, 2017

Raymond Jaime
Bureau of IT Procurement, 506 Finance
Harrisburg, PA 17110

Dear Mr. Jaime,

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for **IT Hardware Bid # 6100039046**. We have reviewed CoPA's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need.

ePlus is submitting its proposal on the understanding and with the expectation that CoPA and ePlus Technology, inc. will have the opportunity to work together to enter into a mutually acceptable contract for the products and services described in an agreed upon statement of work.

The experience that ePlus will demonstrate throughout the process will highlight our strengths and expertise in this arena. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

Sincerely,

[redacted]

Steve Mencarini
Senior Vice President

NOTE: ePlus acknowledges receipt of Addenda 1-15. Our response complies with all requirements set forth therein.

Table of Contents

Executive Summary 2

ePlus Company Information 3

Appendix:

Appendix H. Technical Submittal Response Template

Attachments:

Attachment 1 – ePlus D&B 2-3-17

Attachment 2 – ePlus Business Continuity & Disaster Recovery Overview

Attachment 3 - Staffing Chart & Resumes

COPYRIGHT AND TRADEMARKS

OneSource, OneSource Procurement, Content+, and Manage+ are the trademarks of ePlus. OneSource, Procurement, Content+, and Manage+ software products are copyrighted and all rights reserved by ePlus. The style and format of this proposal is copyrighted and all rights reserved by ePlus. All other company and product names are the trademarks or registered trademarks of their respective companies.

© 2000 – 2016 ePlus
13595 Dulles Technology Drive
Herndon, VA 20171
703.984.8400
All rights reserved.

ePlus as a Reseller

ePlus is fully committed to holding the discount structure contained in our bid response for the life of the contract but is subject to future potential manufacturer changes in overall pricing models to its resellers. ePlus would require the opportunity to amend its committed discount in order to maintain an equivalent level of margin to be able to continue the supply. ePlus will provide the documentation to support manufacturer modification that supports a change any pricing structure. It is possible that changes can also occur in other manufacturer terms such as changes in warranty terms that are outside of ePlus' control and we reserve the right to modify this schedule from time to time to accommodate these potential changes by providing written notice. If changes of this nature are not something for which you would consider an exception, ePlus would merely require the opportunity to vacate the particular award(s) effected by the manufacturer's changes which are outside of our control.

PROPOSAL VALIDITY PERIOD

This proposal is valid for ninety (90) days from the date of submission (February 16, 2017).

Executive Summary

Thank you for offering ePlus Technology, inc. ("ePlus") the opportunity to respond to your RFP for IT Technology Hardware RFP # 6100039046. We have reviewed the Commonwealth of Pennsylvania's stated goals and requirements contained in your RFP. We are confident that our solution provides a proven approach – combining appropriate practices, technology, and intellectual capital to meet and exceed your process improvement and cost savings objectives.

The following response and attachments will clearly demonstrate how ePlus will assist you in achieving your goals. Our proposal contains all the supporting information you should need and is in response to Lots 3 and 6.

The experience that ePlus will demonstrate throughout the process will highlight our strengths and expertise in this arena. We look forward to the opportunity in the very near future to personally present our solution.

Thank you for your consideration.

ePlus Company Information

ePlus engineers transformative technology solutions for the most visionary organizations in the world. Through our master architects, engineers, and consultants, we see our clients' horizons and craft sustainable IT roadmaps to get them there. Then we make it happen. This takes imagination, relentless customer service, and the tenacity to enable our clients to achieve their visions. ePlus Technology, inc. is a wholly-owned subsidiary of ePlus inc., which has more than 1,000 associates serving a diverse set of customers nationally and in Europe.

Financial Overview

Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a publically reporting entity. Our most recently audited financial statements include fiscal year ending March 31, 2016, with annual revenues totaling $1.2B and stockholders' equity of $318.9M. Our full financial statements of quarterly and annual audited financials can be viewed at www.eplus.com/Investors/Pages/Annual-Reports.aspx or www.sec.gov.

PLUS
Nasdaq Listed

Locations

National Headquarters
ePlus Technology, inc.
13595 Dulles Technology Drive
Herndon, VA 20171
Phone: 703-984-8400
Fax: 703-984-8600
www.eplus.com
List of all ePlus Locations/Offices

Partnerships and Expertise

ePlus maintains deep partnerships with top manufacturers, including Check Point, Cisco, Citrix, Dell, EMC, F5, HPE, Intel, Juniper Networks, Lenovo, Microsoft, NetApp, Palo Alto Netwo rks, Pure Storage, and VMware—many who look to us for their own technology needs. Our expertise in all cloud, data center, security, infrastructure, mobility, and collaboration technologies transforms IT from a cost center to a business enabler.

ePlus. Where Technology Means More.®

ePlus Awards and Accolades

2016

CRN 2016 Tech Elite 250
Cisco Partner Summit 2016 Awards

- US Nationals Commercial Partner of the Year, Americas
- Global Service Provider Partner of the Year, Americas West
- US Nationals Architectural Excellence – Collaboration, Americas
- Architectural Excellence – Collaboration, Americas East

Completes Type 2 SSAE 16 Examination for Managed Services and
OneSource Family of Software Products

2015

Cisco Partner Summit 2015 Awards - Americas – Partner of the Year: US
NetApp Insight 2015 Awards
Cisco Excellence in Customer Satisfaction – ***14th designation of this award***
EMC Breakthrough Partner of the Year
Palo Alto Networks Americas Fast Growth Partner of the Year 2015
CRN 2015 Solution Provider 500 List (#32)
CRN 2015 Tech Elite 250
CRN 2015 Managed Service Provider 500 List / MSP Elite 150

2014

NetApp National FlexPod Partner of the Year
Cisco 2014 Advanced Collaboration Partner of the Year Contact Center Express Award
HP Gold Cloud Builder Specialist Designation
Authorized Surface Reseller in the Microsoft Devices Program
Cisco Excellence in Customer Satisfaction
CRN 2014 Solution Provider 500 List (#36)
Cisco Partner Summit 2014 Awards - Cisco Global Award for Cloud Builder of the Year
HP 2014 Top Growth Storage Partner Award
CRN 2014 List of Tech Elite 250
CRN 2014 Managed Service Provider 500 List

Advanced Authorizations and Staff Certifications

Strategic alliances with the industry's leading manufacturers keep ePlus engineers and sales professionals at the forefront of technology, enabling them to deliver industry-leading solutions to our clients. With an extensive roster of staff certifications, we also hold the following partnership designations:

Cisco

Cisco Gold Certified Partner

Cisco Master Specializations:

+ Cloud Builder
+ Security
+ Collaboration
+ Managed Services

Cisco Powered:

+ Managed Business Communications
+ Managed Security Services

Cisco Advanced Specializations:

+ Data Center Architecture
+ Borderless Network Architecture
+ Routing and Switching
+ Security
+ Content Security
+ Unified Computing

Cisco Authorized Technology Provider:

+ Data Virtualization
+ Application Centric Infrastructure
+ TelePresence Video Master
+ Physical Security
+ Identity Services Engine
+ Enterprise Mobility Services Platform
+ ServiceGrid
+ Unified Contact Center Enterprise
+ Energy Management Suite Integrator
+ Telehealth Reseller

Cisco Authorized Service Provider Video Partner

EMC

Business Partner

Hewlett Packard Enterprise

HPE Platinum Partner

HP

HP Partner First Platinum Partner

NetApp

NetApp Star Partner

NetApp Authorized Professional Services Partner

NetApp Solution Specializations

+ Data Center – FlexPod
+ FlexPod Premium Partner
+ Server Virtualization – VMware

Professional Services Certifications

+ Storage Infrastructure
+ Data Center

Support Services Certified

VMware

VMware Premier Solution Provider

VMware Authorized Consulting Partner

+ Infrastructure Virtualization Competency
+ Business Continuity / Disaster Recovery Competency
+ Desktop Virtualization (VIEW) Competency

Additional Key Vendors

ePlus Is Where Technology Means More

ePlus understands the full technology lifecycle. We bring more rigor and drive to every client engagement.

- We're experts in the **most critical technologies** that run our customer's business—from cloud and data center to security, infrastructure, and collaboration.
- We have the **best engineers** in the business to plan, build, support, and optimize your entire infrastructure.

From IT strategy and financing to professional and managed services, ePlus' **engineering-centric solutions** enable our clients to realize what it means for technology to do more.

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: ePlus Technology, 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	Carl Skiba
Title	Account Executive
Address	4660 Trindle Road, Suite 101
City	Camp Hill
State	Pennsylvania
Zip Code	17011
Email Address	cskiba@eplus.com
Telephone	717-730-1606
Mobile	814-883-3485

2. Please provide the following corporate information.

Primary Line of Business:	IT Reseller, Professional Services, Managed Services, Computer Related Services
Type of Business Organization (e.g. LLC)	Corporation
# of years in business:	26+
# of employees:	1058+
Annual Revenue for 2015:	FY 2016: $1.2B
Annual Revenue for each of the last 5 years:	FY 2016: $1.2B FY 2015: $1.14B FY 2014: 1.06B FY 2013: $983.1M FY 2012: $825.6M
Annual Revenue from Public Sector Clients for 2015:	FY 2016 350 million

Name of Parent Company, if any:	ePlus inc.
Name of Subsidiaries, if any:	None.

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.

ePlus Response: Founded in 1990, ePlus inc. (NASDAQ NGS: PLUS) is a publically reporting entity. Our most recently audited financial statements include fiscal year ending March 31, 2016, with annual revenues totaling $1.2B and stockholders' equity of $318.9M. Our full financial statements of quarterly and annual audited financials can be viewed at http://www.eplus.com/Investors/Pages/Annual-Reports.aspx%20%20 or http://www.sec.gov/

Please see **Attachment 1 – ePlus Dun & Bradstreet report**

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

Yes	X	No	

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

ePlus Response: IT Reseller, Professional Services, Managed Services, Computer Related Services, Financial Services.

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.

ePlus Response: None that would affect this 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%).

ePlus Response: ePlus Response: Information about prior and current customers is considered proprietary and confidential and can be provided upon award. In the State of Pennsylvania, the Commonwealth is our top public sector customer averaging more than $20M annually. The ranking is not reflective of our commercial, enterprise and healthcare business in the state.

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.*

ePlus Response: Included with our technical submittal with the Required Appendices section, are the redlined versions of Appendix A and Appendix E. Please see **ePlus Redline - Appendix A. Standard Contract Terms And Conditions for IT Supplies and Related Service** and **ePlus Redline - Appendix E. Software License Requirements Agreement Template.**

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.

ePlus Response: Please see **Attachment 2 – ePlus Business Continuity & Disaster Recovery.**

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: ePlus Technology, 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. _**X**_ Lot 3 – General Information Technology Peripherals
d. ____Lot 4 – Apple Devices
e. ____Lot 5 – Server Hardware
f. _**X** Lot 6 – Storage Hardware

Lot 1 – Desktops, Laptops and Ultra-Portable Laptops – NOT BIDDING

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 – NOT BIDDING

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.

ePlus Response: ePlus understands the products and services required to fulfill Lot 3. In the Commonwealth of PA's own words. "Any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system." Products are to be fulfilled via a Punch-out catalog in a timely, inexpensive manner.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.
ePlus Response: ePlus has been a partner with the Commonwealth for over 15 years and has been involved with projects of all sizes. It is because of this partner relationship and our current Commonwealth of PA contracts that the effort to rollout and implement solutions to support the Commonwealth would be minimal as most of the procedures, performance metrics and repositories are currently inplace. As a Global company, ePlus maintains and colloborates with service providers, manufacturers and business partners around the world. We hold many manufacturers highest certifation levels, highest partner tiering programs and actively add and expand our services and product mix on a daily basis.

3. COVERAGE. Please describe the manufacturers your company carries, and describe the extent of coverage across product types and manufacturers.
ePlus Response: As a Global company, ePlus maintains and colloborates with service providers, manufacturers and business partners around the world. We hold many manufacturers highest certifation levels, highest partner tiering programs and actively add and expand our services and product mix on a daily basis. Our relationship with Global 100 Technology companies like Checkpoint, Dell, HPI, HPE, Cisco and others is strong and continues to foster oppurtunities to grow and adapt to the Commonwealth's technology needs. We have authorization letters and right to sell documents from literally hundreds of technology manufacturers from software, hardware and service plans. Authorization letters:
Some of the vendors chosen in the market basket choose not to have direct relationships with resellers and only have distribution partners. In lieu of this, ePlus has submitted that is authorized to sell via the Distribution partner.

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	Data Communications equipment (Network hw)	Various IT Hardware	Peripherals
Client Name	State of New Jersey	State of Maryland	Commonwealth of PA
Contact Name	Thomas Hendricks	Tonya Killgo	Ray Jaime
Contact Title	State Contract manager	IT Procurement	Buyer
Address	NJ OIT 200 Riverview Plaza - 3rd Floor, Trenton, NJ	100 Community Place, Crownsville, MD 21032	506 Finance Bldg.

	08625		Harrisburg, PA 17120
Email	thomas.hendricks@oit.nj.gov	tonya.killgo@maryland.gov	rjaime@pa.gov
Telephone #	609-633-0044	410-697-9668	717-346-3827
State Government? Y/ N	Y	Y	Y
	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.

   ePlus Response: ePlus is a leading systems integrator for the public sector. Holding more than 100 contracts, ePlus currently works with numerous school districts, universities, and government agencies nationally. ePlus has been a vendor for the Commonwealth for over 20 years. We have held the Peripherals contract initially from 2004-2008 as a sole source. We won again in 2008 to 2013. From 2013 to present we continually held a peripherals contract. Our experience with the Commonwealth of PA is one of respect and great cooperation. We have been providing great service and great pricing to all using agencies. ePlus has the proven experience, seasoned and dedicated public sector staff, and longstanding strategic partnerships that allow us to provide a full range of comprehensive IT solutions. We can help you assess, design, build, and manage IT infrastructures, starting at the end-point through the network, data center, cloud computing, and UC/visual communication systems to meet your specific needs, goals, regulatory requirements, and budgets. Our complementary financial services division and business process services can enhance your productivity and efficiency throughout the lifecycle of your assets—from procurement to disposal. Founded in 1990, ePlus has more than 1000 employees in 35+ locations. For more information about our public sector expertise, see our page at http://eplus.com/industries/public-sector-government A partial listing of our current national contracts can be found http://eplus.com/contract-vehicles

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.

ePlus Response: ePlus understands the requirements around timely and accurate reporting. ePlus employs a team dedicated to the monthly and quarterly reporting for the more than 100 public sector contracts we hold and participate on. We have reviewed the required format and agree to respond using the requested format. We agree to participate in reviews done quarterly at everyone's convenience. Exact dates can be scheduled in advance.

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.
   ePlus Response: Please see **Attachment 3 – ePlus Staffing Chart & Resumes**

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Please specify the steps, timing, and associated roles and responsibilities, and atttach a summary chart. Please provide Lot-specific implementation steps.
   ePlus Response: ePlus has been participating with the Commonwealth of PA on the Peripherals contract since 2004. With an existing team currently supporting this function, our implementation of the specific requirements for this response will take minimal effort on both parties part. Our on-line procurement system is currently integrated with the Commonwealth and simple programming changes will enable the requested features. Our dedicated Commonwealth sales and support team has been in place since 2002 and is familiar with the history of the Commonwealth and the new terms and conditions.

9. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?
   ePlus Response: As a global company, ePlus has a firm understanding of technology best practices, new and innovative technolgies and emerging engineering principles and best practices. In addition, with over 1,000 employess, 20 years in business and tens of thousands of current customers ePlus has a strong history of staying technological relevant and incorporating new offerings, services and products to our staple of solutions every day. At ePlus, we engineer transformative technology solutions for the most visionary companies in the world.

   With expertise built upon the hard-won experience of our master architects, engineers, and consultants, we see our clients' horizons and craft sustainable IT roadmaps to get them there. Then we make it happen. This takes imagination, relentless client service, and the tenacity to enable our clients to achieve their visions.

   From strategy to fulfillment to managed services, our engineering centric solutions enable our clients to realize what it means for technology to do more.

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.

ePlus Response: ePlus has access to hundreds of manufacturers through direct relationships and through major distribution points. With this we can ship anywhere in the country and in some cases have next day delivery at no extra charge. We can utilize distributors, partners and our own warehouse (located in Pottstown, PA) to stage, configure, and store products as 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.
ePlus Response: Currently in production and in use for current Commonwealth procurement. Unlike other portals, OneSource does not limit who you can purchase from.
    - Inherent integration with Manage+ helps ensure your SOX compliance and we can switch you over from asset tracking to complete asset management at any time
    - Any item purchased from ePlus will be tracked in OneSource and data about that product will populate all appropriate systems. Customers simply have to purchase access to the upgraded system to start using it (e.g. Spend+, Manage+)
    - The OneSource portal is the gateway to an integrated platform of On Demand applications and services that streamline workflow and business processes associated with the procurement, payment, and lifecycle process. This holistic approach to managing enterprise costs, gives users a variety of upgrades related to sourcing, purchasing, workflow, analytics, lifecycle management, technology services, and leasing and financing.

    - Dedicated account managers will assist you with a range of activities
        - Administrative services
        - Off catalog purchases
        - Professional services for IT installation, integration, configuration, etc
        - Spend analysis
        - Identification of hard and soft dollar saving areas
        - Vendor consolidation and cost saving opportunities

    - Single billing statement for multiple orders, vendors, or financing types
    - Stable, profitable company
    - Years of e-procurement and IT industry experience

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.
ePlus Response: ePlus has no issues with the current ITPs.

13. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.
ePlus Response: Organizations today depend on information. The information we will be providing through our reporting and the quarterly business reviews will be the key to our ability to collaborate on how to improve processes and save cost over time. Gaining insights into how expenditures and revenues compare to the budget, where consolidation and standardization of manufacturers make sense and exploring multi-year purchasing options can all be realized through the data in the QBR's. This data will help both parties strategize on ways to mutually help drive down cost 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.
    ePlus Response: ePlus has access to hundreds of manufacturers. Most offer products that assist in aiding those who need to collaborate, work, and make their job and atmosphere more comfortable and work friendly. These products are already in our punch-out catalog. Where a manufacturer does not offer a assistive technology option, ePlus can assist the Commonwealth in alternative options to help satisfy the specific needs.

Lot 4 – Apple Devices – NOT BIDDING

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 – NOT BIDDING

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.
ePlus Response: Based on RFP requirements we believe that what the Commonwealth is looking for complete IT storage infrastructure which satisfies 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. Additionally, the Commonwealth has a desire to include the ability to integrate Object Based storage and reporting capabilitites which will assist with data lifecycle management. We understand that the storage solutions proposed will need to accommodate various agency needs.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.
ePlus Response: As a storage provider the proposed solution incorporates the FAS2500, E2700, and StorageGRID Webscale products. The proposed solution will provide both Best Value and Non-Best value options which satisfy the minimum requirements noted in Appendix C Cost Submittal Response Template. Consistent managability and reporting with the OnCommand Management portfolio of software ties the solutions together.

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.

ePlus Response: Best Value Storage/Non-Best Value - The actual proposed specification is provided in Appendix C, Cost Proposal Response Template. Some additonal information about the specific controller model is outlined here. The FAS2552 is a dual controller and is considered a Hybrid system which supports a variety of different disk technologies, including SSD, SAS 10k, and NL-SAS. The controller pair will support up to 144 disk drives with a maximum RAW capacity of 1.46PB. Additionally, with the clustering capabilities of the ONTAP 9 operating system, the FAS2552 model can grow up to 8 nodes which will provide performance and capacity scale to 5.84PB RAW. The ONTAP 9 operating system can support both NAS (CIFS, NFS) and SAN (iSCSI, FC) protocols simultaneously. The FAS2552 controller pair supports 8Gb/16Gb FC and 1GbE/10GbE as well as real time caching technology called FlashPool of up to 16TB of SSD based cache.

Lastly, NetApp OnCommand software portfolio delivers management simplicity, agility, and flexibility to help achieve: optimal storage and service efficiency, simplify storage management, and get a complete view of NetApp storage health.
For more information please review the FAS2500 datasheet.

Best Value Storage/Non-Best Value Block Storage- The actual proposed specification is provided in Appendix C, Cost Proposal Response Template. Some additonal information about the specific controller model is outlined here. The E2700 Duplex system is a block based (SAN) solution. E2700 system can scale up to 192 drives using mixed system and drive shelves topping out at 1.9 PB RAW in a single system. The system supports the 16Gb/s FC, 10Gb/s iSCSI, and 12Gb/s SAS host connectivity options. The FC and iSCSI interface options enable the E2700 to integrate seamlessly into existing data centers with established storage networks. The 12Gb/s SAS interface provides a high-speed connection for high-performance direct-attached storage solutions.
The E2700 also supports the ability to intermix all drive types within a single system for even greater flexibility. It is a field-proven design that delivers high reliability and greater than 99.999% availability, often exceeding 99.9999% availability when following NetApp best practices. NetApp SANtricity storage management software on the E2700 combines robustness and ease of use.
For more information on the E2700 please review the datasheet.

Best Value/Non-Best Value Object Storage- The actual proposed specification is provided in Appendix C, Cost Proposal Response Template. Some additonal information about the specific product is outlined here. NetApp StorageGRID Webscale is a software-defined object-based storage platform that provides intelligent policy-driven data management.
It provides elastic content store, multiple geo-distributed sites, and support for multiple storage tiers: SSD, SAS, SATA, tape, Amazon S3.
Object and file protocol support native HTTP REST interfaces: S3 API, Swift API as well as integrated NAS protocols: NFSv3, SMBv2.x. The deployment options are available for VMs or hardware appliance models.
For more information on StorageGRID Webscale software please review the datasheet.

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	Data Communications equipment (Network hw)	Various IT Hardware	Networking Hardware
Client Name	**State of New Jersey**	State of Maryland	Commonwealth of PA
Contact Name	Thomas Hendricks	Tonya Killgo	Joe Milovich
Contact Title	State Contract manager	IT Procurement	Buyer
Address	NJ OIT 200 Riverview Plaza - 3rd Floor, Trenton, NJ 08625	100 Community Place, Crownsville, MD 21032	506 Finance Bldg. Harrisburg, PA 17120
Email	thomas.hendricks@oit.nj.gov	tonya.killgo@maryland.gov	jmillovich@pa.gov
Telephone #	609-633-0044	410-697-9668	717-214-3434
State Government? Y/ N	Y	Y	Y

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

ePlus Response: As the manufacturer of the storage products in Lot 6, NetApp has greater than 10 years in holding and participating in contracts at the state level. The following is a brief listing of states NetApp currently does business with.

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.
   ePlus Response: ePlus understands the requirements around timely and accurate reporting. ePlus employs a team dedicated to the monthly and quarterly reporting for the more than 100 public sector contracts we hold and participate on. We have reviewed the required format and agree to respond using the requested format. We agree to participate in reviews done quarterly at everyone's convenience. Exact dates can be scheduled in advance.

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.
   ePlus Response: Please see **Attachment 3 – ePlus Staffing Chart & Resumes.**

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.
   ePlus Response: ePlus has an existing contracts with the Commonwealth of PA. Our implementation will take minimal effort on both parties part. We have staff in place and have been a NetApp partner for over 10 years.

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.

ePlus Response: NetApp offers what it refers to as "Quickship" items that consist of the most commonly purchased disk shelf combinations and additional disk packs. These items are already configured and boxed in NetApp's distribution center. These items typically ship in 3-7 days from receipt of order.

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.
ePlus Response: OnCommand Workflow Automation offers a web services proxy that has been successfully integrated with ServiceNOW at customer locations for provisioning Oracle databases on NetApp storage. This end to end automation of database and storage provisioning is an example of how service integration can be enabled.

    NetApp Workflow Automation eliminates slow, error-prone manual processes for storage management. It enables storage administrators to provision NetApp storage for fast turnkey deployments of applications including VMware®, Oracle®, Microsoft®, SAP®, Citrix, and others. It can be used to construct, customize, test, publish, and activate a broad range of storage workflows, including:

    - Provisioning, migrating, or decommissioning storage for databases or file systems
    - Setting up a new virtualization environment, including a storage switch or datastore
    - Setting up storage for an application as part of an end-to-end orchestration process
    - Setting up FlexPod® software or virtual desktops
    - Performing storage cloning
    - Conducting centralized NetApp SnapManager® software activation

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.
ePlus Response: In addition to the asset tagging provided by ePlus, NetApp's customer support website allows customers to track all of their systems under support by serial number.

    The NetApp Support Site provides you with an array of self-service tools to help manage your storage solution effectively, including:

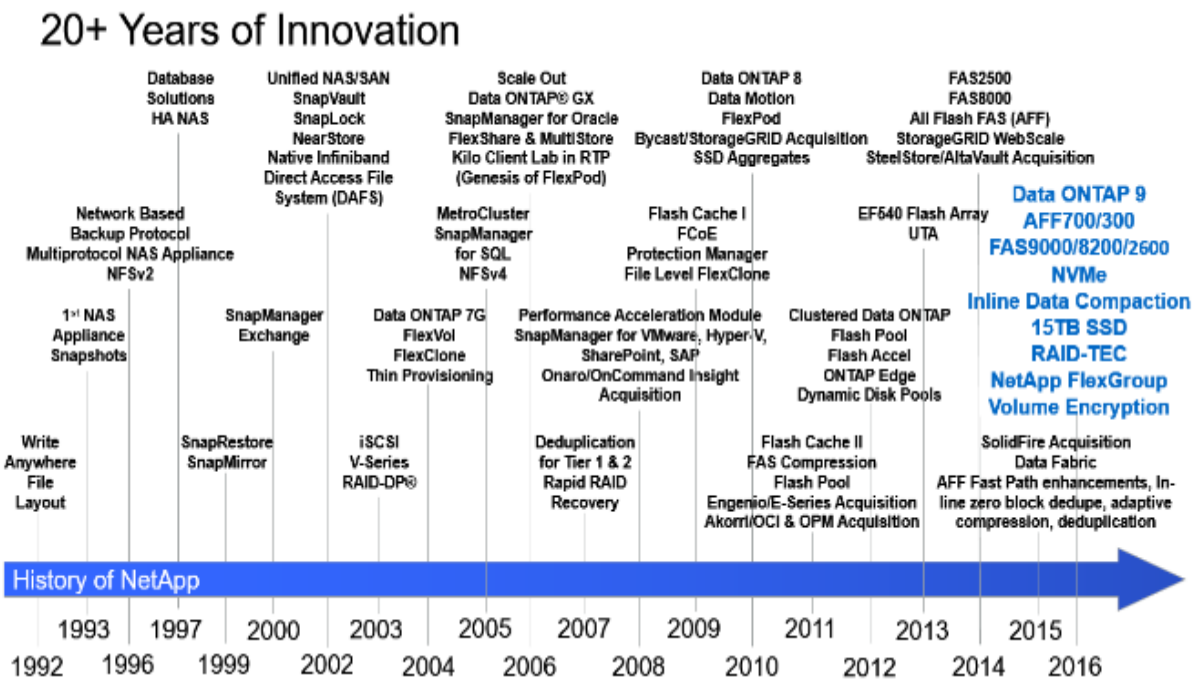
    - Access online technical assistance
    - Access risks and AutoSupport data
    - Download the latest software releases and patches
    - Use our comprehensive knowledge base
    - Manage your service contracts
    - Access technical resources
    - Log and monitor problem reports
    - Request a replacement part and schedule parts returns
    - Register for online or instructor-led training
    - Share information through interactive community sessions

12. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?
ePlus Response: As part of NetApp's office of the CTO, the Advanced Technology Group (ATG) engages with and evaluates emerging technologies and trends that may affect the storage industry and the company's long-term business. NetApp seeks top talent both to be part our product research team and to collaborate with us through university research relationships. ATG delivers its innovations through the following means:

- Productization: Partner with NetApp product management and engineering to realize our innovations into new or improved NetApp products that deliver real business value to our customers
- Patents: Describe and protect our work in invention disclosures and patents
- Papers: Publish scientific papers that describe work done both in-hour and in collaboration with researchers from top universities in order to influence the industry
- Standards: Participate in major standards bodies such as IETF, SNIA, Linux Foundation, and OpenStack

At NetApp we are able to continuously invest and create 10 year roadmaps of our products because we are the only vendor that "knows" where they are going. Every other vendor "acquires" their innovation.

It is NetApp's long history of industry firsts and innovation that differentiates NetApp from its competitors and as a result offers customers the greatest value with their product portfolio.



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.
ePlus Response: ONTAP gives the ability to perform critical tasks without interrupting your business. You can dynamically assign, promote, and retire storage resources without downtime over the lifecycle of an application. Data can be moved between controllers without application interruption. Storage controllers and disk shelves can be replaced without disruption and with ONTAP you can mix models and generations of hardware to extend the life of existing investments.

    As new product technology are introduced into the portfolio, reviews of existing infrastructure can be conducted and refresh plans developed. NetApp ONTAP is the only truly unified storage platform that provides multi-protocol scale-up and scale-out from entry to enterprise storage platforms.

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.
ePlus Response: NetApp's supply chain is optimized for transportation cost and delivery lead time. Each NetApp primary geography, (Americas, Asia Pacific, and Europe-Middle East-Africa) has a regional integration center and a regional distribution center so that quick-ship parts and assembled systems only travel short distances before distribution. Our products also travel the most efficient route from the regional distribution center to the customer.

    We use multiple vendors and have our products manufactured at several locations wherever possible to mitigate our supply chain risk. Our strategy is to develop close relationships with our suppliers, exchanging critical information and implementing joint quality programs. We also use contract manufacturers for the production of major subassemblies to improve our manufacturing continuity of business. This manufacturing strategy minimizes capital investments and overhead expenditures while creating flexibility for rapid expansion.

    NetApp was most recently awarded International Organization for Standardization (ISO) 9001 and ISO 14001 certifications on September 25, 2015, and continue to be ISO 9001 and ISO 14001 certified.

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.
ePlus Response: ePlus has no issues with current ITPs

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.

ePlus Response: As requested, the offers include NetApp's Non-returnable drive service. The NetApp Non-Returnable Disk Service eliminates the need for a customer to return defective disk drives and solid-state drive (SSD) components to NetApp when a replacement disk drive or SSD component has been sent under a parts exchange request and Return Materials Authorization. The NRD Service allows customers to keep and dispose of failed disk drives and SSD components on their own.

Customers pay an annual charge per system for being released of responsibility to return defec- tive disk drives or SSD components to NetApp. This same charge applies regardless of the number of replacement disk drives or SSD components that are requested.

This Service offering allows the Commonwealth the ability to impletment the Data Cleansing Policy outlined in ITP-SEC015, Data Cleansing Policy using their own internal tools and processes or to leverage disk sanitization tools available from NetApp.

NetApp provides a disk erasure operation (built into the operating system) which optionally allows for disk(s) to be sanitized before they are removed from the controller and placed in another controller, or shipped offsite. The number of overwrites, as well as the pattern to be used during this operation, is configurable. This operation meets the NIST SP800-88 standard for clearing. It also meets the DOD 'three-pass' standard for data erasure.

In addition, NetApp offers a service that allows you to keep and destroy failed disks to your specification. NetApp sends the replacement disk and installs it accordingly. The cost for the non-returnable disk option is approximately a 3% uplift to the disk shelf.

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

    ePlus Response: Due to the nature of technology, cost savings are typically realized throughout contract terms. These savings can be can be addressed at intervals agreed upon by parties involved. Typically savings that are passed on to end users are reductions in the costs of disks/SSDs as new technologies are introduced.

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.

    ePlus Response: NetApp is committed to making our products accessible. For guidance, we look to the accessibility best practices and standards defined by Section 508 of the U.S. Rehabilitation Act. NetApp has completed Voluntary Product Accessibility Templates (VPAT) for its products which can be accessed for review from the following URL:

    http://www.netapp.com/us/legal/accessibility.aspx

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.

ePlus Response:

Storage Services

ePlus has the products and certified professional expertise to create solutions that will safeguard your data and make it available 24/7/365. Whether you need Direct Attached Storage (DAS), Network Attached Storage (NAS), a Storage Area Network (SAN), or a mixture of these, we can design and implement a solution that meets your immediate requirements and can accommodate your future needs .

Storage Assessments

ePlus storage assessments align your storage needs with your business processes and objectives to help you select the most cost-effective solution. Specifically, our assessments help you:

- Identify your critical data and key business processes, their susceptibility to loss or disruption, and the potential impact of any such events on your organization.
- Ensure that your organization's information is manageable, safe, and accessible to those in your organization who need to use it.
- Evaluate your computing environment and storage objectives, and your requirements for enhanced data sharing, high availability, resource consolidation, centralized management, and modular scalability.
- Develop a framework for ongoing storage analysis, planning, implementation, and monitoring.

Assessment helps you determine if your enterprise can benefit from new storage concepts and technologies that offer better performance, security, and cost-effectiveness. For example, depending on the outcome of your assessment, you may be able to take advantage of:

- Storage pools – Assessment helps you plan online, midline, nearline and offline data pools in a centralized storage solution. Each pool has different characteristics and cost/gigabyte. For example, midline storage, which uses new disk technology that is half the cost of traditional enterprise storage, may be ideal for some of your storage needs.
- Data life-cycle planning – Every piece of data is not equally valuable. By assigning value and "shelf life" to data, you can use information life-cycle management (ILM) policies to determine the most economic storage pool in which to keep the data.
- Disk libraries – By using disks to buffer data moving to archival tape, disk libraries can accelerate backup and recovery. If your goal is minimum downtime, this technology might be an appropriate part of your solution.

Storage Infrastructure

ePlus storage infrastructure services help you design, develop, implement, operate and evolve an enterprise infrastructure that meets your storage needs now and in the future. Our certified storage professionals will work with you to determine the best infrastructure strategy, policies, and technical solutions for your organization.

Our storage infrastructure services include:

- Solution design & deployment
- Backup and archiving solutions
- Server & storage consolidation
- Exchange migration
- Business continuity

Storage Management and Monitoring

Storage management can cost five to seven times more than the storage hardware itself. ePlus offers management and monitoring tools and services to help you manage these costs.

Our storage management and monitoring offerings include:

Storage Management Suites

An ePlus storage management suite will equip your IT staff with the tools and knowledge they need to proactively manage your storage infrastructure. Our solutions can provide a uniform, central management console, and a common reporting structure to centralize and simplify the management of all storage and interconnection devices and resources.

ePlus storage management suites support four key areas of storage management:

- Device management
- Capacity management
    - Performance management
    - Storage and chargeback

Managed Storage Services

The ePlus Network Operations Center (NOC) is staffed and equipped to remotely monitor and manage your enterprise storage systems and devices. Our certified storage experts will monitor your storage infrastructure 24 hours a day and rapidly detect, diagnose, and resolve any issues that threaten or impair performance.

By allowing ePlus to manage and monitor services to, you can achieve maximum storage performance and security for a minimum investment and your internal IT staff can stay focused on their core responsibilities.

Our NOC can monitor connectivity and availability of any network device (router, firewall, UPS, switch, hub, server, network printer, circuit, IDS, etc.) that is IP addressable and can accept an SNMP (Simple Network Management Protocol) trap. The NOC is staffed 24/7/365 and begins troubleshooting any device problems immediately upon detection. Device data is collected and stored in an intuitive database from which you can generate logs and historical data through a secure portal/GUI. For each monitored device, we provide statistics on availability, status, and detailed incident reporting (including time/date stamp and escalation details).

ePlus can also simplify the process of running storage backups by providing you with customized configurations that suit the particular needs of your organization. We supply all necessary hardware and software, along with the engineering and management resources to structure and operate a fully managed solution for backing up your data. For a predictable monthly charge, our managed backup program gives you the peace of mind that your data is safe and secure.

Storage Utilization and Analysis

Some of the toughest questions facing organizations today are: “How much storage capacity do we have?” “How much are we using?” “How much will we need?” One thing is certain: Your storage needs will grow.

ePlus can provide the tools and resources to help you understand your current storage resources, how to cost-effectively scale your storage resources for future growth, and how to build an information infrastructure that is secure, manageable, and reliable enough to support your mission-critical applications.

We provide standardized reports of known and projected storage issues within general business sectors and verticals. The reporting software collects, compiles, and presents an instant, in-depth analysis of your storage utilization. You can immediately drill down to the information you need – from enterprise-wide storage usage to department specific forecasts. We can provide you with current status, as well as usage trends, to help you anticipate and prepare for your future storage needs.

Our customized reports provide in-depth analysis of your storage program to help you closely manage your business storage objectives and risks. For example, you can analyze the storage trends for a given volume, estimated date when the volume will be full, lists of the largest files on the volume, detailed information about the type of content present, top ten lists of your users' oldest or largest files, etc. We can also structure reporting features to enable chargebacks or cost accounting relative to usage. These reports utilize existing industry standards and information specific to your environment to help you forecast the ongoing storage needs of your organization.

ePlus offers at no charge, pre-sale consulting services in selecting the right NetApp storage needs for the agency.

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.

ePlus Response: NetApp has a long history of providing customers a choice in how they acquire NetApp's leading-edge offers a solution that enables customers to pay for actual use of infrastructure. NetApp OnDemand (NOD) is a simple, agile, cost-effective program that provides the flexibility of an on-premises storage solution with a consumption-based billing model to easily scale storage to keep pace with growing data volumes. The NetApp NOD program does require approval after qualification by NetApp and customers must meet minimum capacity requirements.

NOD is an on-premises consumption program for infrastructure owned by NetApp. COPA end users will use and pay for resources on a monthly basis, consistent with selected service levels to meet specific business requirements:

- Pay for actual usage
- Match expense to consumption
- Eliminate upfront investment
- Simplify procurement
- Buy based on desired business outcomes versus complicated configurations

NOD pricing incorporates a simple, agile and low risk approach to achieve a consumption based Enterprise Storage Optimization. This pricing structure provides predictability and cost efficiency on a dedicated and scalable solution.

Service Levels

The NOD solution offers three tiers of performance based Service Levels. The service levels were designed to enable customers to optimize the performance of their applications to enable them to achieve their desired business outcomes, and are measured in IOPS/TB provisioned. Based on the Target IOPS/TB provisioned figures in the table below, NetApp recommends the Value 1.0 Service Level for COPA end users.

Service Levels Defined

Application-Aligned Storage Service Levels			
Service Level	**Value 1.0**	**Performance 1.0**	**Extreme 1.0**
Workload Type	Email, web, file shares, backup	Database & virtualized applications	Latency-sensitive applications
Target IOPS/TB provisioned*	128	1,536	6,144
QoS Limit in IOPS/TB	512	3,072	12,288
Target Latency (ms)	17	2	1
Flash-Accelerated, SAN and NAS, High Availability and Durability, Non-Disruptive Movement Between Service Levels			

* Minimum 30% Random Read; 32K Block, Recovery Point Objective not less than 4 hours

Based on the selected service levels, NetApp defines, installs, and implements the configuration at the customer location that best meets service-level objectives. NetApp then monitors, measures, and provides reports that document actual usage.

COPA will retain complete autonomy over their data and are solely responsible for performing data management tasks, including backup, disaster recovery, and archiving to meet compliance requirements.

NOD provides the flexibility and opportunity to consume NetApp technology as an operating expense, conserve capital, manage technological and financial risk, and remove budget constraints. With this solution, COPA will benefit from a cloudlike business model while maintaining on-premises control of data and infrastructure. By retaining complete autonomy over your data and having sole responsibility for performing data management tasks, including backup, disaster recovery, and archiving, you can meet all of your compliance requirements.

NOD not only offers a new way to pay for NetApp infrastructure but also a novel way to ensure you meet your business goals. Rather than choosing from amongst many complicated configurations, COPA will select from an optimized set of service levels to run your applications.

Attachment 1 – D&B

DNBi Risk Management

Printed By: Peter Scango
Date Printed: February 03, 2017

Live Report : EPLUS TECHNOLOGY, INC.

D-U-N-S® Number: 61-851-0192
Trade Names: (SUBSIDIARY OF EPLUS INC., HERNDON, VA) - EPLUS
Endorsement/Billing Reference: pscango@eplus.com

D&B Address

Address 13595 Dulles Technology Dr
Herndon, VA, US - 20171

Phone 703 984-8400

Fax

Location Type Headquarters (Subsidiary)

Web www.eplustechnology.com

Added to Portfolio: 04/24/2008

Last View Date: 01/20/2017

Endorsement : pscango@eplus.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®	80	Paying on time.
Commercial Credit Score Percentile	77	Low to Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	49	Moderate Risk of severe financial stress.
D&B Viability Rating	3 4 B Z	View More Details
Bankruptcy Found	No	
D&B Rating	1R3	1R indicates 10 or more Employees, Credit appraisal of 3 is fair

FirstRain Company News

- **ePlus Reports Third Quarter and Nine Month**
  2017-02-02T17:03:30 EST 5:03 PM-Tech News
- **ePlus Completes Type 2 SSAE 16 Examination**
  2016-12-27T09:03:09 EST 9:03 AM-Tech News
- **Today's channel rundown - 7 December 2016**
  2016-12-07T13:07:34 EST 1:07 PM-Channel Nomics
- **ePlus (PLUS) to Acquire Consolidated**
  2016-12-06T09:19:27 EST 9:19 AM-
- **ePlus Acquires Minneapolis Area IT Solutions**
  2016-12-06T09:04:45 EST 9:04 AM-Tech News
- **ePlus/IGX to Present at the HPE Discover 2016**
  2016-11-28T09:02:58 EST 9:02 AM-Tech News
- **ePlus Recognized with Multiple Awards at**
  2016-11-16T09:03:53 EST 9:03 AM-Tech News

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

2
Days

Dollar-weighted average of **43** payment experiences reported from **27** Companies

Recent Derogatory Events

	Dec-16	Jan-17	Feb-17
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

Commercial Credit Score Class

Commercial Credit Score Class: 2

Bel Air to connect to county-owned high-speed
2016-08-17T09:02:23 EST 9:02 AM-Baltimore Sun

Powered by FirstRain

Corporate Linkage

This is a **Headquarters (Subsidiary)** location

EPLUS TECHNOLOGY, INC.
Herndon , VA
D-U-N-S® Number 61-851-0192

The Parent Company is
EPLUS INC.
Virginia
D-U-N-S® Number 96-152-3214

D&B 3-month PAYDEX®

3-month D&B PAYDEX®: *80*
Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average Within terms

Financial Stress Score Class

Financial Stress Score Class: 3
Lowest Risk:1;Highest Risk :5

D&B Viability Rating

3	**Viability Score: 3**
4	**Portfolio Comparison: 4**
B	**Data Depth Indicator: B**
Z	**Company Profile: Z** **Subsidiary**

Lowest Risk:1;Highest Risk :5

D&B PAYDEX®

D&B PAYDEX® *80*
Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average generally within terms

Financial Overview

Based on your financial statement preference setting and the availability of financial data from the sources, no financial statements are available.

D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Chief Executive	PHILLIP G. NORTON, CEO-PRES
Year Started	1987
Management Control	1998
Employees	676 (260 Here)
Financing	SECURED
SIC	5045 , 5734
Line of business	Whol computer/ peripheral, ret computers/ software
NAICS	423430
History Status	CLEAR

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	12	09/01/16

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

SBRI Origination Lease Score

SBRI Origination Lease Score: 875

Moderate risk of serious delinquency over the next 12 months

Commentaries

Proportion of satisfactory payment experiences to total payment experiences
Number of accounts past due in relation to total accounts
Amount past due

SBRI Origination Card Score

SBRI Origination Card Score : 831

High Risk of serious delinquency over the next 12 months

Commentaries

Proportion of satisfactory payment experiences to total payment experiences
Industry classification
Number of accounts opened in the past 12 months

SBRI Origination Loan Score

SBRI Origination Loan Score : 806

High Risk of serious delinquency over the next 12 months

Commentaries

Recency of delinquencies
Length of time trade lines have been established
Amount past due

Key SBRI Attributes

Total Number of Open SBRI Accounts	**6**
Total Balance on all Open SBRI Accounts	**51,876.00**
Total Exposure	**38,598.00**
Maximum Age of All Open Accounts	**194.00 Months**
Worst delinquent all accounts past 1-3 months	**Cycle 3**
Worst delinquent all accounts past 1-12 months	**Cycle 3**
Number Of Total Accounts Ever Cycle 2+	**1**
Time since most recent Cycle 2 on all accounts	**1 Months**

Account Summaries

Totals						Total Current Balance	Total Past Due	Total Past Due Cycle 1	Total Past Due Cycle 2	Total Past Due Cycle 3	Total Past Due Cycle 4	Total Past Due Cycle 5	Total Charge-Off Amount
						51,876	2,021	494	435	1,091	0	0	0
Type	**Lender**	**Date Reported**	**Open Date**	**Closed Date**	**Current Balance**	**Total Current Balance**	**Total Past Due**	**Past Due Cycle 1**	**Past Due Cycle 2**	**Past Due Cycle 3**	**Past Due Cycle 4**	**Past Due Cycle 5**	**Charge-Off Amount**
Lease Agreement		05/31/2005	06/21/2000	05/10/2005	0	1,098	0						
Lease Agreement		04/13/2016			0	1,098	0		0	0	0	0	
Lease Agreement		04/13/2016			1,098	1,098	0		0	0	0	0	
Credit Cards		03/31/2007	02/14/2001	08/07/2003	0	50,778	0	0	0	0	0	0	
Lease Agreement		12/03/2014	09/10/2010		0	1,098	0	0	0	0	0	0	
Credit Cards		10/01/2014	07/17/2006	09/18/2013	0	50,778	0	0	0	0	0	0	

Credit Cards	12/31/2016	03/04/2011	05/13/2013	0	50,778	0	0	0	0	0	
Credit Cards	12/31/2016	03/18/2016		49,719	50,778	2,021	494	435	1,091	0	0
Credit Cards	12/31/2006	11/13/2000		1,059	50,778	0	0	0	0	0	0
Credit Cards	07/31/2004	03/27/2001		0	50,778	0	0	0	0	0	0
Credit Cards	03/31/2004	10/15/1998	01/15/2009	0	50,778	0	0	0	0	0	
Credit Cards	01/31/2005	03/27/2001		0	50,778	0	0	0	0	0	0
Credit Cards	03/31/2011	10/09/2003	09/07/2006	0	50,778	0	0	0	0	0	
Credit Cards	09/30/2008	09/01/1994	05/23/2001	0	50,778	0	0	0	0	0	0
Credit Cards	09/30/2008	09/01/1994	06/25/2004	0	50,778	0	0	0	0	0	0

Corporate Linkage

Parent

Company	City , State	D-U-N-S® NUMBER
EPLUS INC.	HERNDON , Virginia	96-152-3214

Subsidiaries (Domestic)

Company	City , State	D-U-N-S® NUMBER
INTERCHANGE TECHNOLOGIES INC	MOUNT LAUREL , New Jersey	00-553-6896
GRANITE BUSINESS SOLUTIONS INCORPORATED	ROCKLIN , California	08-272-2294

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
EPLUS TECHNOLOGY, INC.	BOCA RATON , Florida	01-464-9321
EPLUS TECHNOLOGY, INC.	ELKRIDGE , Maryland	04-554-1476
EPLUS TECHNOLOGY, INC.	BALTIMORE , Maryland	11-839-0314
EPLUS TECHNOLOGY, INC.	DEL MAR , California	14-449-6309
EPLUS TECHNOLOGY, INC.	HAUPPAUGE , New York	14-862-8626
EPLUS TECHNOLOGY, INC.	RESTON , Virginia	15-816-0098
EPLUS TECHNOLOGY, INC.	NEWTOWN , Pennsylvania	15-968-4570
EPLUS TECHNOLOGY, INC.	POWDER SPRINGS , Georgia	80-120-2966
EPLUS TECHNOLOGY, INC.	ATLANTA , Georgia	83-067-4029
EPLUS TECHNOLOGY, INC.	HOUSTON , Texas	87-484-9016
EPLUS TECHNOLOGY, INC.	NEW YORK , New York	00-927-2366
EPLUS TECHNOLOGY, INC.	MILPITAS , California	14-955-4557
EPLUS TECHNOLOGY, INC.	ROLLING MEADOWS , Illinois	96-850-5425
EPLUS TECHNOLOGY, INC.	PITTSBURGH , Pennsylvania	01-880-5464
EPLUS TECHNOLOGY, INC.	IRVINE , California	07-842-0173
EPLUS TECHNOLOGY, INC.	MOUNT LAUREL , New Jersey	05-631-9433
EPLUS TECHNOLOGY, INC.	ALBANY , New York	06-969-7953
EPLUS TECHNOLOGY, INC.	CANTON , Massachusetts	04-442-1892
EPLUS TECHNOLOGY, INC.	COLORADO SPRINGS , Colorado	01-705-1717

EPLUS TECHNOLOGY, INC.	BEDFORD , New Hampshire	07-881-9180
EPLUS TECHNOLOGY, INC.	PROVIDENCE , Rhode Island	07-884-2821
EPLUS TECHNOLOGY, INC.	PITTSFORD , New York	07-921-7603
EPLUS TECHNOLOGY, INC.	CHARLESTON , West Virginia	07-881-8857
EPLUS TECHNOLOGY, INC.	ALBANY , New York	04-641-1696
EPLUS TECHNOLOGY, INC.	FULTON , Maryland	08-871-0342

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.

Affiliates (Domestic)

Company	City , State	D-U-N-S® NUMBER
EPLUS GOVERNMENT, INC.	HERNDON , Virginia	01-804-7212
EPLUS SYSTEMS, INC	HERNDON , Virginia	12-908-0953
EPLUS CONTENT SERVICES INC	HERNDON , Virginia	14-862-8436
EPLUS TECHNOLOGY OF PENNSYLVANIA, INC	POTTSTOWN , Pennsylvania	17-345-7805
EPLUS GROUP, INC.	HERNDON , Virginia	78-217-6531
E PLUS DOCUMENT SYSTEMS INC	HERNDON , Virginia	17-183-9736
EPLUS ICELAND, INC.	HERNDON , Virginia	07-951-2636
ASSET FINANCE GROUP, INC.	HERNDON , Virginia	00-639-0043
EPLUS SOFTWARE, LLC	HERNDON , Virginia	08-026-1189
EPLUS TECHNOLOGY, INC.	STERLING , Virginia	07-994-1309

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

3	**Viability Score**	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 3: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

4	**Portfolio Comparison**	Lowest Risk:1 Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 4 within this model segment have a probability of becoming no longer viable: **4 %**
- Percentage of businesses ranked 4 with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

B	**Data Depth Indicator**	Predictive Data:A Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

Z	**Company Profile**	**Subsidiary**

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : **1R3**

Number of employees: 1R indicates 10 or more employees
Composite credit appraisal: 3 is fair

The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Below is an overview of the companys rating history since 08-08-1998

D&B Rating	Date Applied
1R3	03-27-2009
--	08-22-2005
1R3	12-04-2003
1R4	03-18-2003
1R3	07-08-2002
1R4	10-02-2001
1R3	10-29-1999
--	08-08-1998

Number of Employees Total:	676 (260 here)

Payment Activity:	**(based on 128 experiences)**
Average High Credit:	715,780
Highest Credit:	20,000,000
Total Highest Credit:	70,868,150

D&B Credit Limit Recommendation

Conservative credit Limit	1,000,000
Aggressive credit Limit:	1,000,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class : 3 (Lowest Risk:1; Highest Risk:5)

Moderately lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.24 %** (24 per 10,000)
Financial Stress National Percentile : **49** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1476** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Composite credit appraisal is rated fair.
UCC Filings reported.
High number of inquiries to D & B over last 12 months.
Low proportion of satisfactory payment experiences to total payment experiences.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	49
Region: SOUTH ATLANTIC	48
Industry: WHOLESALE	54
Employee range: 500+	61
Years in Business: 11-25	68

This Business has a Financial Stress Percentile that shows:

Lower risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 2 Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **2.50 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **542** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

Higher risk industry based on delinquency rates for this industry
Increase in proportion of delinquent payments in recent payment experiences
Proportion of past due balances to total amount owing
Proportion of slow payments in recent months

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	77
Region: SOUTH ATLANTIC	43

Industry: WHOLESALE	54
Employee range: 500-38527	84
Years in Business: 11-25	66

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Lower risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.
Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	**80**	Equal to generally within terms (Pays more promptly than the average for its industry of 8 days beyond terms)
Industry Median is	**75**	Equal to 8 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	128
Payments Within Terms (not weighted)	84 %
Trade Experiences with Slow or Negative Payments(%)	21.09%
Total Placed For Collection	0
High Credit Average	715,780
Largest High Credit	20,000,000
Highest Now Owing	20,000,000
Highest Past Due	2,000,000

D&B PAYDEX® : 80 (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average generally within terms

3-Month D&B PAYDEX® : 80 (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average within terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Whol computer/peripheral, ret

computers/software , based on SIC code 5045 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	3/16	4/16	5/16	6/16	7/16	8/16	9/16	10/16	11/16	12/16	1/17	2/17
This Business	80	79	79	79	80	79	79	80	80	80	80	80
Industry Quartiles												
Upper	79	.	.	79	.	.	79	.	.	79	.	.
Median	75	.	.	76	.	.	76	.	.	75	.	.
Lower	69	.	.	70	.	.	69	.	.	69	.	.

Current PAYDEX for this Business is 80 , or equal to generally within terms
The 12-month high is 80 , or equal to GENERALLY WITHIN terms
The 12-month low is 79 , or equal to 2 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Whol computer/peripheral, ret computers/software , based on SIC code 5045 .

Previous Year	03/15 Q1'15	06/15 Q2'15	09/15 Q3'15	12/15 Q4'15
This Business	79	80	80	80
Industry Quartiles				
Upper	79	79	79	79
Median	76	75	75	76
Lower	71	70	69	69

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 80 , or equal to generally within terms
The present industry median Score is 75 , or equal to 8 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	25	70,150,000	99%
50,000-100,000	5	290,000	70%
15,000-49,999	13	280,000	69%
5,000-14,999	13	97,500	86%
1,000-4,999	18	37,500	89%
Under 1,000	25	7,300	87%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 128 payment experience(s) in D&Bs file for the most recent 24 months, with 64 experience(s) reported during the last three month period.

The highest Now Owes on file is 20,000,000 . The highest Past Due on file is 2,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 (%)	31-60 (%)	61-90	90>
Top Industries								
Whol computers/softwr	11	17,043,550	10,000,000	100	0	0	0	0
Telephone communictns	11	3,350	750	99	1	0	0	0
Mfg computers	10	473,600	200,000	94	6	0	0	0
Whol electronic parts	8	46,076,000	20,000,000	100	0	0	0	0
Nonclassified	8	17,150	5,000	100	0	0	0	0
Mfg process controls	6	242,500	100,000	44	56	0	0	0
Prepackaged software	5	2,660,000	2,000,000	92	8	0	0	0
Electric services	3	23,000	20,000	95	5	0	0	0
Whol appliances	2	300,000	200,000	50	50	0	0	0
Ret camera supplies	2	102,500	100,000	100	0	0	0	0
Mfg computer storage	2	200,000	100,000	100	0	0	0	0
Whol furniture	2	10,000	7,500	100	0	0	0	0
Whol electrical equip	2	7,550	7,500	100	0	0	0	0
Trucking non-local	2	1,000	750	87	13	0	0	0
Computer system desgn	1	3,000,000	3,000,000	100	0	0	0	0
Business consulting	1	300,000	300,000	0	100	0	0	0
Mfg misc plastic prdt	1	100,000	100,000	50	50	0	0	0
Mfg broadcastng equip	1	65,000	65,000	100	0	0	0	0
Mfg calculating eqpt	1	55,000	55,000	100	0	0	0	0
Federal savings bank	1	35,000	35,000	100	0	0	0	0
Management consulting	1	30,000	30,000	100	0	0	0	0
Gravure printing	1	30,000	30,000	0	0	100	0	0
Misc communictns svcs	1	15,000	15,000	100	0	0	0	0
Custom programming	1	15,000	15,000	50	50	0	0	0
Mfg audio/video equip	1	10,000	10,000	100	0	0	0	0
Whol service paper	1	10,000	10,000	100	0	0	0	0
Mfg computer terminal	1	7,500	7,500	50	0	0	0	50
Mfg photograph equip	1	7,500	7,500	100	0	0	0	0
Whol piece goods	1	5,000	5,000	100	0	0	0	0
Mfg relays/controls	1	5,000	5,000	100	0	0	0	0
Airport/airport svcs	1	2,500	2,500	100	0	0	0	0
Short-trm busn credit	1	2,500	2,500	100	0	0	0	0
Admin public health	1	2,500	2,500	100	0	0	0	0
Ret mail-order house	1	2,500	2,500	100	0	0	0	0
Public finance	1	1,000	1,000	100	0	0	0	0
Whol office equipment	1	500	500	100	0	0	0	0
Information retrieval	1	500	500	100	0	0	0	0
Mfg plane engine/part	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Other payment categories								
Cash experiences	25	3,800	750					
Payment record unknown	3	1,300	750					
Unfavorable comments	1	750	750					
Placed for collections	0	N/A	0					
Total in D&B's file	128	70,868,150	20,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
01/17	Ppt	7,500	0	0	N30	6-12 mos
	Ppt	2,500	0	0	N30	2-3 mos
12/16	Ppt	20,000,000	20,000,000	2,000,000		1 mo
	Ppt	10,000,000	3,000,000	0	N45	1 mo
	Ppt	5,000,000	5,000,000	0		1 mo
	Ppt	2,000,000	2,000,000	0		1 mo
	Ppt	1,000,000	300,000	0	N15	1 mo
	Ppt	750,000	7,500	0	N30	1 mo
	Ppt	200,000	0	0		6-12 mos
	Ppt	200,000	80,000	0		1 mo
	Ppt	100,000	95,000	0		1 mo
	Ppt	100,000	0	0		2-3 mos
	Ppt	100,000	100	0		1 mo
	Ppt	60,000	30,000	0		1 mo
	Ppt	55,000	0	0		2-3 mos
	Ppt	35,000	2,500	0		1 mo
	Ppt	25,000	0	0		6-12 mos
	Ppt	15,000	0	0	N30	2-3 mos
	Ppt	15,000	0	0		2-3 mos
	Ppt	10,000	10,000	0		1 mo
	Ppt	10,000	750	0		1 mo
	Ppt	7,500	0	0	N30	6-12 mos
	Ppt	5,000	0	0		6-12 mos
	Ppt	5,000	0	0		6-12 mos
	Ppt	5,000	0	0		6-12 mos
	Ppt	2,500	0	0		1 mo
	Ppt	2,500	0	0		1 mo
	Ppt	2,500	0	0	N30	6-12 mos
	Ppt	2,500	2,500	0		1 mo
	Ppt	1,000	1,000	0	N30	1 mo
	Ppt	750	0	0		2-3 mos
	Ppt	750	750	0		
	Ppt	500	500	0		
	Ppt	500	500	0		
	Ppt	500	0	0		6-12 mos
	Ppt	500	0	0		6-12 mos
	Ppt	500	0	0		1 mo
	Ppt	250	0	0		6-12 mos
	Ppt	100	100	0		1 mo
	Ppt	100	100	0		1 mo
	Ppt	100	0	0		6-12 mos
	Ppt	50	0	0		1 mo

	Ppt	50	0	0		6-12 mos
	Ppt-Slow 10	100,000	55,000	0		1 mo
	Ppt-Slow 15	400,000	70,000	0		1 mo
	Ppt-Slow 30	100,000	65,000	0		1 mo
	Ppt-Slow 30	15,000	0	0		6-12 mos
	Ppt-Slow 30	10,000	2,500	0		1 mo
	Ppt-Slow 30	2,500	1,000	0	N30	1 mo
	Ppt-Slow 30	1,000	0	0		2-3 mos
	Ppt-Slow 30	250	0	0		6-12 mos
	Ppt-Slow 180	7,500	0	0		2-3 mos
	Slow 30	300,000	300,000	300,000		1 mo
	(054) Unsatisfactory .	750	750	750		
	(055)	750	0	0		6-12 mos
	(056)	100			Cash account	1 mo
10/16	Ppt	2,500	0	0		6-12 mos
	Ppt	2,500	0	0		6-12 mos
	Ppt	500	0	0		6-12 mos
	Ppt-Slow 15	200,000	40,000	7,500	N30	1 mo
	Ppt-Slow 30	50,000	15,000	5,000		1 mo
	Slow 60	60,000	0	0		6-12 mos
	Slow 90+	100	100	100		
	(064)	50			Cash account	1 mo
09/16	Ppt	2,500	1,000	0		1 mo
	Ppt	2,500	0	0		6-12 mos
	Ppt	1,000	0	0		4-5 mos
	Ppt	1,000	50	0		1 mo
	(069)	250			Cash account	1 mo
	(070) Cash own option .	100			Cash account	1 mo
06/16	Ppt	2,500				1 mo
05/16	Ppt	50	0	0		6-12 mos
	Ppt	50	0	0		6-12 mos
04/16	Ppt	500	0	0		6-12 mos
	Ppt	50	0	0		6-12 mos
02/16	Slow 30	50	0	0		6-12 mos
01/16	Ppt	1,000				1 mo
12/15	Ppt	50				1 mo
11/15	Ppt	2,500	0	0	N30	6-12 mos
04/15	Slow 30	15,000	15,000	7,500		1 mo

Payments Detail Key: 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	12	09/01/16

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

UCC Filings

Collateral	Leased Assets and proceeds - Leased Equipment and proceeds
Type	Original
Sec. Party	WELLS FARGO FINANCIAL LEASING, INC., DES MOINES, IA
Debtor	EPLUS TECHNOLOGY
Filing No.	070214 71688
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2007-02-14
Latest Info Received	04/03/07

Collateral	Computer equipment
Type	Original
Sec. Party	COMPUTER CLEARING HOUSE, INC., ROCHESTER, NY
Debtor	E-PUS GROUP, INC.
Filing No.	060324 74255
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2006-03-24
Latest Info Received	05/03/06

Type	Amendment
Sec. Party	DEUTSCHE FINANCIAL SERVICES CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, ATLANTA, GA
Debtor	EPLUS TECHNOLOGY, INC.
Filing No.	16082438755
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2016-08-24
Latest Info Received	11/01/16
Original UCC Filed Date	2002-01-02
Original Filing No.	0201027636

Type	Amendment
Sec. Party	DEUTSCHE FINANCIAL SERVICES CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, ATLANTA, GA WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, ATLANTA, GA
Debtor	EPLUS TECHNOLOGY, INC.

Filing No.	16082638494
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2016-08-26
Latest Info Received	09/07/16
Original UCC Filed Date	2002-01-02
Original Filing No.	0201027636

Type	Continuation
Sec. Party	DEUTSCHE FINANCIAL SERVICES CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, ATLANTA, GA WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, ATLANTA, GA
Debtor	EPLUS TECHNOLOGY, INC.
Filing No.	16090154599
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2016-09-01
Latest Info Received	09/07/16
Original UCC Filed Date	2002-01-02
Original Filing No.	0201027636

Type	Continuation
Sec. Party	DEUTSCHE FINANCIAL SERVICES CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA
Debtor	EPLUS TECHNOLOGY, INC. and OTHERS
Filing No.	10032570638
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2010-03-25
Latest Info Received	03/29/10
Original UCC Filed Date	2000-08-28
Original Filing No.	0008287243

Type	Continuation
Sec. Party	DEUTSCHE FINANCIAL SERVICES CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA
Debtor	EPLUS TECHNOLOGY, INC.
Filing No.	15041359148
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2015-04-13
Latest Info Received	04/15/15
Original UCC Filed Date	2000-08-28
Original Filing No.	0008287243

Type	Amendment
	DEUTSCHE FINANCIAL SERVICES CORPORATION, ST. LOUIS, MO GE COMMERCIAL

Sec. Party	DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ST. LOUIS, MO GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION, ATLANTA, GA WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, ATLANTA, GA
Debtor	EPLUS TECHNOLOGY, INC.
Filing No.	16082438743
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2016-08-24
Latest Info Received	11/01/16
Original UCC Filed Date	2000-08-28
Original Filing No.	0008287243

Type	Continuation
Sec. Party	CRESTRON ELECTRONICS, INC., ROCKLEIGH, NJ
Debtor	EPLUS TECHNOLOGY, INC.
Filing No.	16052455298
Filed With	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
Date Filed	2016-05-24
Latest Info Received	05/25/16
Original UCC Filed Date	2011-06-15
Original Filing No.	11061539564

Government Activity

Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Currency: Shown in USD unless otherwise indicated

Special Events

12/07/2016 -PURCHASE OF ASSET :

According to published reports, ePlus inc., DUNS 961523214, (Herndon, VA) announced that its subsidiary, ePlus Technology, inc., DUNS 618510192, (Herndon, VA) has acquired the IT Services equipment and integration business of Consolidated Communications Holdings, Inc., DUNS 006934590, (Mattoon, IL). The acquisition of certain assets and the assumption of certain liabilities of Consolidated Communications IT Services closed on December 5, 2016. Terms were not disclosed.

11/22/2016 -MERGER/ACQUISITION :

According to published reports on December 7, 2015, ePlus inc., DUNS 961523214, (Herndon, VA) announced that its subsidiary, ePlus Technology, inc., DUNS 618510192, acquired the businesses of IGX Acquisition Global, LLC, DUNS 079773062, (Rocky Hill, CT), IGX Global UK Limited, and IGX Support, LLC.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	EPLUS TECHNOLOGY, INC.
Doing Business As :	(SUBSIDIARY OF EPLUS INC., HERNDON, VA) , EPLUS
Street Address:	13595 Dulles Technology Dr Herndon , VA 20171
Phone:	703 984-8400
URL:	http://www.eplustechnology.com
History	Is clear
Present management control	19 years

History

The following information was reported: **12/19/2016**

Officer(s):	PHILLIP G NORTON, CEO-PRES KLEYTON L PARKHURST, SR V-PRES BRUCE M BOWEN, EXEC V-PRES ERICA S STOECKER, SEC MARK P MARRON, COO ELAINE D MARION, CFO STEVEN J. MENCARINI, SR V PRES DARREN RAIGUEL, EXEC V PRES
DIRECTOR(S) :	THE OFFICER(S)

The Virginia Secretary of State's business registrations file showed that Eplus Technology, Inc. was registered as Corporation on April 8, 1998, under the file registration number 0501354.

Business started 1987 by others. Present control succeeded 1998. 100% of capital stock is owned by the parent company.

RECENT EVENTS :

On December 19, 2016, an inside source stated that ePlus Technology, Inc., Herndon, VA, has acquired the Enterprise Services equipment and IT Services business of Consolidated Communications Holdings, Inc., Mattoon, IL, on December 5, 2016. The acquired assets were integrated into ePlus Technology, Inc. Terms of the deal were not disclosed. Further details are unavailable.

On May 27, 2015, sources stated that ePlus Inc., Herndon, VA, has announced that its subsidiary, ePlus Technology Inc., Herndon, VA, has increased its presence in New England with the opening of a new office in Canton, MA, on April 7, 2015. The new facility features state-of-the art conference rooms with Telepresence capabilities and expanded office space for sales and engineering staff. Further details are unavailable.

On April 15, 2015, sources stated that ePlus Inc., Herndon, VA, has announced that its subsidiary, ePlus Technology Inc., Herndon, VA, has increased its presence in upstate New York with the opening of an expanded office in Albany, on February 26, 2015. The new office is located at 18 Corporate Woods Boulevard, Albany, NY. Further details are unavailable.

On September 9, 2014, sources stated that ePlus Inc., Herndon, VA, has announced that its subsidiary, ePlus Technology Inc., Herndon, VA, has acquired the operating assets and assumed certain liabilities of Granite Business Solutions Inc. dba Evolve Technology Group, Rocklin, CA, on August 18, 2014. With the acquisition, Granite Business Solutions Inc. will now operate as a subsidiary of ePlus Technology Inc. Terms of the transaction were not disclosed. Further details are unavailable.

On December 9, 2013, sources stated that ePlus Technology Inc., Herndon, VA, a subsidiary of ePlus Inc., Herndon, VA, has acquired the assets of Advistor Inc., Pittsford, NY, on November 14, 2013. With the acquisition, the locations of Advistor Inc. will now operate as branches of ePlus Technology Inc. Terms of the transaction were not disclosed. Further details are unavailable.

On May 30, 2013, sources stated that ePlus Inc., Herndon, VA, announced that its subsidiary, ePlus Technology, Inc., Herndon, VA, has increased its sales and engineering teams in New England by adding new locations in Providence, Rhode Island and Portland, Maine. The new locations are at 331 Waterman Street, Suite 165W Providence RI 02906. Further details are not available.

On March 15, 2012, Ndeye Sy, Credit Analyst of ePlus Technology Inc., confirmed that ePlus Technology Inc., Herndon, VA, has acquired Pacific Blue Micro Inc., Irvine, CA, on February 25, 2012. Pacific Blue Micro Inc. will now operate as a branch of ePlus Technology Inc. All employees and management were retained. Further details are unavailable.

On January 16, 2012, sources stated that ePlus Technology Inc., Herndon, VA, has acquired the operating business of VantiCore LLC, Bedford, NH, on

January 9, 2012. Further details are not available.

On November 19, 2010, ePlus Technology, Inc., Herndon, VA, a subsidiary of ePlus, Inc, Herndon, VA, has completed the acquisition of Interchange Technologies Inc, Mount Laurel, NJ, on November 11, 2010. With this acquisition, Interchange Technologies Inc will now operate as a wholly-owned subsidiary of ePlus Technology, Inc. Employees and management were retained. Terms were not disclosed.

PHILLIP G NORTON born 1944. 1995-present active here.

KLEYTON L PARKHURST. Mr. Parkhurst joined the company in May 1991 and currently serves as senior vice president of corporate development.

BRUCE M BOWEN. Antecedents not available.

ERICA S STOECKER. Antecedents not available.

MARK P MARRON. Prior to joining NetIQ, Mr. Marron served as general manager of worldwide channel sales for Computer Associates International Inc.

ELAINE D MARION. 2008- present active here. Prior to joining ePlus Technology, inc., Ms. Marion was General Manager of Bristow Development Corporation.

STEVEN J. MENCARINI. Antecedents not available.

DARREN RAIGUEL. Antecedents not available.

Operations

12/19/2016

Description:	Subsidiary of EPLUS INC., HERNDON, VA which operates as a holding company. Parent company owns 100% of capital stock. Wholesales computers and software (95%). Retails computers or computer software, specializing in computer peripheral equipment, personal computers and computer software or accessories (5%). ADDITIONAL TELEPHONE NUMBER(S): Facsimile (Fax) 703 984-8600. Terms are Net 30 days. Sells to commercial concerns. Territory : United States. Nonseasonal.
Employees:	676 which includes officer(s). 260 employed here.
Facilities:	Leases 50,232 sq. ft. in a two story steel building.
Location:	Suburban business section on well traveled street.
Branches:	This business has multiple branches, detailed branch/division information is available in Dun & Bradstreets linkage or family tree products.
Subsidiaries:	This business has multiple subsidiaries, detailed subsidiary information is available in D & Bs linkage or family tree products.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

5045 9905 Computers, nec

5045 9903 Computer software

5734 0100 Computer peripheral equipment

5734 9901 Personal computers

5734 0200 Computer software and accessories

NAICS:

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

443142 Electronics Stores

443142 Electronics Stores

443142 Electronics Stores

Financials

Company Financials: D&B

Additional Financial Data

D & B has updated this report using available sources.

Request Financial Statements

Requested financials are provided byEPLUS TECHNOLOGY, INC.and are not DUNSRight certified.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments 20

Industry Norms Based On 20 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	1.4	UN
Return on Net Worth %	UN	8.1	UN
Short-Term Solvency			
Current Ratio	UN	1.5	UN
Quick Ratio	UN	1.1	UN
Efficiency			
Assets to Sales %	UN	39.3	UN
Sales / Net Working Capital	UN	7.5	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	193.7	UN

UN = Unavailable

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

3 months from Dec 16 to Feb 17

2

12 months from Mar 16 to Feb 17

1

Days

Dollar-weighted average of **43** payment experiences reported from **27** companies

Days

Dollar-weighted average of **112** payment experiences reported from **50** companies

Derogatory Events Last 13 Months from Feb 16 to Feb 17

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Amount Current and Past Due - 13 month trend from Feb 16 to Feb 17

Status	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb
Total	11,618,678	16,177,493	18,851,044	10,304,480	21,793,588	29,660,330	18,337,994	22,967,775	35,134,385	20,213,738	38,518,824	38,370,199	37,98
Current	11,247,040	16,033,245	18,802,601	10,255,959	21,555,705	29,579,650	18,315,926	22,917,584	33,752,388	18,684,240	36,491,538	36,342,913	35,97
1-30 Days Past Due	52,406	117,654	20,994	46,893	230,096	72,189	13,500	23,875	1,373,558	180,113	526,956	526,956	516
31-60 Days Past Due	25,988	26,041	26,930	-	932	1,636	177	5	-	1,340,946	150,945	150,945	150
61-90 Days Past Due	385	343	309	1,418	6,462	976	1,536	18,693	494	494	1,341,440	1,341,440	1,340
90+ Days Past Due	292,859	210	210	210	393	5,879	6,855	7,618	7,945	7,945	7,945	7,945	1

This information may not be reproduced in whole or in part by any means of reproduction.

© 2005-2017 Dun & Bradstreet, Inc.

Attachment 2 –Disaster Recovery & Business Continuity

ePlus

Business Continuity and Disaster Recovery Overview

Issued: August 2015

COBIT Reference: DSS 04
ISO 27001: 2005 Reference: 14

Disclaimer: ePlus reserves the right to make changes to the Business Continuity and Disaster Recovery Overview at any time to improve or enhance the support provided to our clients or during force majeure events; all information contained herein is subject to change without notice. This document may contain certain information that is and must be kept confidential.

Table of Contents

1. IT Infrastructure....4
1.1. Background....4
1.2. Purpose....4
1.3. Risk Assessments....4
1.4. Management Oversight....5
1.4.1. Business Continuity and Disaster Recovery Steering Committee....5
1.4.2. Business Continuity Change Control Board....5
1.4.3. Disaster Recovery Change Control Board....5
1.5. Data Center Hosting....5
1.6. Employee Resources....6
1.7. High Availability....6
1.8. Server Redundancy and Sparing....7
1.9. Information Security....8
1.10. Remote Office Resiliency....8
1.11. Work from Home Capabilities....9
1.12. Operational Diversification....9
1.13. Back-Ups / Confidence Restores....9
1.14. Continuity Resources....10
2. Event Evaluation....11
2.1. Business Continuity Event Escalation....11
2.2. Definitions of Events....11
2.3. Event Back-Up Services....11
2.4. Operating Assumptions....12
2.5. Plan Design and Maintenance....12
3. Action in the Event of a Disaster....13
3.1. Event Notification Procedures....13
3.2. Building Evacuation....13

3.3. Setting Up a Command Center 13
3.4. Alternate Site Relocation 13
3.5. Securing the Disaster Area 14
3.6. Customer Cutover Plan 14
3.7. Reporting to the Media 15
3.8. Sustained Recovery 15
3.9. Long-term Recovery Arrangements 15

1. IT Infrastructure

1.1. Background

ePlus recognizes how dependent we are on computer resources when conducting daily business operations. Recognizing that an extended outage of data processing capabilities could have a serious operating and financial impact, ePlus has developed a comprehensive Business Recovery Plan. The objective of the plan is to centralize the methods and procedures to mitigate the effects of a disaster to the ePlus locations and permit a timely response and an effective recovery. The scope of this plan is comprised of the corporate back-office, Managed Services Center (MSC), and Enterprise eProcurement software hosting environments.

1.2. Purpose

This Business Recovery Plan has been developed to allow for the continued functioning of the business operations in the event of a disaster. A disaster is a unique event and the provisions of this plan can be used as the basis for minimizing business disruption or controlling any recovery in connection with management's discretion. Execution of this plan will facilitate the timely recovery of business functions. This plan depends upon the experience and knowledge of ePlus' personnel to serve as the foundation of any recovery effort, regardless of the level of business interruption or disaster.

1.3. Risk Assessments

ePlus believes business continuity depends on proper assessment of risks from a continuity, security, and financial reporting perspective. The ePlus Chief Information Officer (CIO) and ITS Management perform quarterly IT Risk Assessments. These assessments are then reviewed with the Chief Executive Officer (CEO), Chief Finance Officer (CFO), Chief Operating Officer (COO), Sr. VP of Operations, VP of Accounting, and VP of Professional Services.

Risk mitigating strategies are identified as part of this process. Action items are captured and systematically implemented through the ePlus Change Management process and technical Change Control Boards. These activities are tracked in ePlus' change management application to ensure approval, implementation, testing, and acceptance. Risk Assessments performed quarterly include, but are not limited to:

- *Disaster Recovery Risk Assessment* – Categorizes risks and threats and rates the impact on the business and the risk that necessary resources will be able to respond the event.
- *Applications Risk Assessment* – Categorizes and rates potential risks for each material application to be operational in the case of a disaster.
- *LAN-WAN Risk Assessment* – Categorizes and rates potential risks for each ePlus office location and ePlus utilized data center with a focus on IT infrastructure (i.e. servers, routers, switches, backup, environment, etc.).
- *Anti-fraud Risk Assessment* – Categorizes business functions and rates risks to ensure

segregation of duties as a primary anti-fraud measure.

- *Business Continuity Risk Assessment* – Categorizes risk across 7 dimensions for 38 departments to ensure readiness to respond to business interruption.
- *Information Security Risk Assessment* – Categorizes and rates potential security risks to the ePlus environment.
- *MCS Process Risk Assessment* – Categorizes and rates potential risk related to the Managed Service Center business operations. As the MSC is customer focused the risk assessment includes risk to customer service activities. The MSC risk assessment comprises or a Controls RA and a Process RA.
- *Application Portfolio Risk Assessment* – Categorizes and rates potential risk to applications used by ePlus.

1.4. Management Oversight

1.4.1. Business Continuity and Disaster Recovery Steering Committee

A steering committee (SC), whose membership includes executive and senior management from across ePlus, meets annually. The SC ensures that the high-level direction that the ePlus business continuity and disaster recovery program is taking aligns with the requirements of the business.

1.4.2. Business Continuity Change Control Board

A Business Continuity Change Control Board (CCB), whose membership includes executive and senior management from across ePlus, that meets at least quarterly. The CCB ensures that business continuity events that have occurred are reviewed and issues identified are tracked and resolved. The CCB assists in setting the low-level direction of the business continuity program. The CCB reviews the Business Continuity Risk Assessment that is performed quarterly to ensure that all new risks identified are assessed and, if necessary, addressed.

1.4.3. Disaster Recovery Change Control Board

A Disaster Recovery Change Control Board (CCB), whose membership includes Information Technology Services (ITS) management, meets at least quarterly. The CCB ensures that the disaster recovery program aligns with the business continuity program and business requirements. The CCB assists in setting the low-level direction of the disaster recovery program. The CCB reviews the Disaster Recovery Risk Assessment that is performed annually to ensure that all new risks identified are assessed and, if necessary, addressed.

1.5. Data Center Hosting

All production applications are hosted in professional, hardened data centers. Access to data centers is strictly controlled, logged and audited.

- All production applications are hosted in a Premium tier data center in the Mid-Atlantic Region. This facility has tight security, fire suppression, redundant power, and data feeds. This facility maintains an annual SSAE 16 Type 2 SOC1 opinion.
- Development, QA, BC/DR and Staging environments are hosted in a Northeast Region Data Center.
- The Northeast site serves as a "warm" recovery site. This site is fully provisioned with live network infrastructure, SAN's, servers, and racks. For business critical applications, data is replicated to this site in real-time between the two datacenters. This facility maintains an annual SSAE 16 Type 2 SOC1 opinion.

These environments can be accessed and supported remotely via VPN by our employees from anywhere that they can connect their laptops to the internet. Employees regularly visit the datacenters.

1.6. Employee Resources

ePlus has significant, expert resources to call upon if a business interruption event occurs.

- ePlus ITS has engineering and management employees in both Northern Virginia and New York State locations. MSC employees located in three office locations California, North Carolina and Pennsylvania and may utilize other ePlus office locations nationwide.
- ePlus can call on more than 200 senior engineers in the ePlus Professional Services organization.
- As a top-tier partner to leading technology providers, ePlus can expect rapid vendor response if a crisis occurs.

1.7. High Availability

ePlus has invested in high availability technologies to reduce the risk of disaster. In the event outages do occur, ePlus has deployed practices to ensure rapid recovery.

- All environments are backed up to tape and tape is stored securely off site.
- All critical corporate and MSC application data is hosted on enterprise-class SANs with full internal redundancy. Data is replicated live within the data center between SAN's for business critical corporate data.
- MSC monitoring appliances are redundantly provisioned for High Availability (HA).
- Critical business applications and data are replicated live to our recovery site in the Northeast region for recovery in the event of a disaster.
- Weekly full back-ups and daily differential back-ups are taken at the recovery site in the Northeast.
- Critical corporate databases are on a multi-node physical SQL cluster attached to the

SAN.

- Exchange is clustered across both data centers via continuous-clustered replication.
- Corporate applications are deployed on a farm of 20+ servers providing significant redundancy.
- Widely deployed server virtualization for applications on virtually clustered environments attached to the SAN, including redundant nodes as backup.
- All servers are specified with redundant power supplies and allow for disk failure.
- All networking gear in the data centers are redundantly provisioned and covered by 7x24x4 hour maintenance agreements.
- All network gear and circuits are monitored and managed by ePlus MSC.
- All server/storage hardware is covered by vendor maintenance agreements.
- All business applications are covered by vendor maintenance agreements for support and software upgrade entitlements.

1.8. Server Redundancy and Sparing

To ensure a healthy computing environment that mitigates risk from disaster and allows immediate or near immediate recovery, ePlus practices a redundancy strategy. This strategy includes:

- **Server Hardware Redundancy**
  - Dual network interface cards that are "teamed" to allow for a failure of either card with the server continuing functioning properly.
  - The hard disks on each server are configured for Raid 1 or 5. This allows a drive to fail and the spare drive in the server would then take the place of the failed drive and the server would continue to function properly.
  - Redundant processors allow a processor to fail and the server to continue to function properly.
  - Redundant RAM allows a RAM chip to fail and the server to continue to function properly.
  - Redundant power supplies allow a Power Supply to fail and the server to continue to function properly.
- **Networking Hardware Redundancy**
  - Dual core routers in the telco rack allows for a core router to fail and the servers to continue to function properly.
  - Dual core switches in the telco rack allows for a core switch to fail and the servers to continue to function properly.

- Dual Rack Switches in each rack allows for a Rack Switch to fail and the servers to continue to function properly.

- **Data Center Redundancy**
  - Racks have differing power specifications. For example, if the rack has 4/20 Amp circuits to power the equipment then this is loaded to 10 Amps each so that if there was a failure in a circuit, the redundant circuit would handle the extra power Amps it would receive from the failure.
  - Each data center has multiple redundant feeds for internet accessibility.
  - Each data center has redundant feeds from the local power authorities and employs UPS and generator back-up.

1.9. Information Security

ePlus takes extensive measures to ensure a secure computing environment and minimize the risk of outage due to virus or unauthorized access. Security practices include:

- Quarterly access control reviews for data centers, applications, data bases, domain administration, and network gear.
- Quarterly network vulnerability scanning. The ePlus InfoSec team meets regularly to mitigate risks as discovered.
- Annual network penetration testing.
- Server hardening checklists for server builds.
- Standard images for PC and laptop builds.
- Rigorous operating system patching process
- Redundant E-mail SPAM filtering appliances .
- Website URL and content filtering.
- Virus protection at client and server level.
- Juniper STRM (a Security Incident Event Manager tool)
- IDS/IPS Sensors.
- Employee background checks.
- Rigorous change management practices for all layers of the infrastructure and applications.
- Firewalls in place for web applications

1.10. Remote Office Resiliency

All significant ePlus offices are resistant to outages due to the following infrastructure set up:

- Data MPLS or Ethernet circuits for WAN and intra-company voice.
- Cable or DSL circuit for back-up data connectivity at key locations.
- voice-mail support in event of WAN outage.
- Out-of-band modem to enable remote support of local routers.

1.11. Work from Home Capabilities

ePlus maintains strong capabilities to enable work-from-home and mobile users. This capability is essential for minimizing business interruptions due to weather issues, power outages, and family crises. Capabilities include:

- All significant personnel have ePlus provided laptops
- A majority of staff have mobile devices for voice and messaging.
- All employees have ePlus provided secure access and the ePlus environment has the capacity to support remote access for the entire ePlus employee base.
- Cisco IP communicator is available to all employees to ensure remote phone access.

1.12. Operational Diversification

ePlus understands its customer's concerns with interruption of supply of products and services. ePlus is diversified against regional business interruptions. Given its national footprint, ePlus has several locations with skilled professional services and sales employees where it can take orders and configure and deploy equipment.

- Customer self-service product ordering and tracking via OneSource website.
- 30+ office locations throughout the U.S.
- 6+ configuration centers from coast-to-coast.
- 300+ Professional Services engineers nationwide plus a large network of partners.
- Strong fulfillment relationships with over 400 technology vendors.
- Freight relationships with major carriers.

ePlus has automated processes across the supply chain and can move fulfillment, as needed, to alternate sources of supply. ePlus vendors have diversified supply locations and continuity plans, as well.

1.13. Back-Ups / Confidence Restores

ePlus applications and data are backed up on a timely basis allowing restoration by directory, file, or the entire system. ePlus utilizes a combination of hardware, software, and best practices to ensure that data, programs and systems are backed up. Symantec NetBackup is used for both the physical and virtual environment for the differential backups which are performed Monday through Thursday. Each weekend full backups are run for both physical and virtual environments.

Backup tapes are rotated weekly and stored in a secure off-site location. Weekly tapes are retained for 30 days but the End-of-Year, End-of-Quarter and End-of-Month tapes are retained for a maximum period of 16 months after which the tapes will be reused or deposed of according to the agreed process.

Each backup job is monitored daily to ensure the integrity of the data. Confidence restores from the critical environments are performed on a quarterly basis. This process involves critical data being restored from a recent tape backup to a temporary location by a backup administrator. The data is then verified by ePlus personnel to confirm that the data is usable in its restored state. Virtual Machines are restored from an image that has been recently backed up to tape and then powered on to verify serviceability.

1.14. Continuity Resources

ePlus recognizes the risk of disaster includes loss of its primary computing facilities. As a result, ePlus maintains necessary resources in alternative hosting locations. The ePlus Business Continuity plan includes creation and validation of practiced logistical plans for the recovery and restoration of critical functions with both short term and long term disruptions in mind.

- A full-time certified Business Continuity Manager is dedicated to managing the Business Continuity Program at ePlus. The Business Continuity Manager oversees the Business Continuity team which consists of an additional 2 employees. The Business Continuity Manager is also in-charge of assisting recovery support and business resumption during a disaster.
- A fully provisioned disaster recovery data center is maintained by ePlus. This site exists in the Northeast at a third party datacenter run independently by one of our partners.
- ePlus uses software to continuously replicate changes made to critical applications and data on the primary operating server to a duplicate server located at the Rochester datacenter. This facilitates efficient application recovery in the event of a disaster or other service interruption.
- A private cloud environment exists in the Datacenter in the Northeast that will support efficient restoration of key ePlus applications in the event of a failure at the Mid Atlantic datacenter.
- ePlus maintains a WIKI for all of its engineering documentation. Each application and infrastructure environment is documented in this WIKI, which is hosted in ePlus's primary corporate data center and is replicated live to ePlus's Continuity site for immediate access.
- ePlus maintains a document management system for all of its business critical documents (contracts, SOW's, internal control documentation etc.). This system is hosted in ePlus's primary corporate data center and is replicated live to ePlus's Continuity site for immediate access

2. Event Evaluation

2.1. Business Continuity Event Escalation

Any loss of operations capability will be considered an "Event". It will be duly noted in the "Event Log" and acted upon immediately. This record of the event is important for documenting details for the insurance company as well as for future reference in case the event occurs again. Once an event occurs, the proper authorities (such as fire, police, medical, etc.) must be notified if necessary and the teams must be assembled to begin investigating the situation. The teams must assess the findings to determine if the damages are severe enough to declare a disaster and utilize the Alternate Site.

2.2. Definitions of Events

To minimize the possibility of problems evolving into disasters, the following definitions and escalation procedures have been provided:

- Minor Events - A minor event is defined as one where the length of the outage would not allow adequate time to restore and begin using automated equipment, or will cause a service outage of less than 24 business hours. This is not considered to be a disaster requiring relocation to the alternate site.
- Major Events - A major event (routine equipment or software failure) is defined as one that occurs during business hours and will cause a service outage of more than 8 business hours, but less than 2 business day(s). This is not considered to be a disaster requiring relocation to the alternate site.
- Disaster Events - A disaster event is defined as one that occurs during any hours that will cause a service outage of more than 2 business day(s). In this case, a disaster will most likely be declared and relocation to the alternate site will be necessary. Client recovery commitments are defined in Managed Services Agreements, Standard Hosting Agreement, and or Service Level Agreements.

2.3. Event Back-Up Services

To ensure prompt resumption of business activities, the following back-up services have been established:

- Locations have been identified to provide predetermined department work space, telephones, and computer services during an emergency. Where practical, employees will be directed to work from home.
- If the primary location is affected by an event that makes the facility inaccessible or no longer conducive to a productive work environment, predetermined employees will relocate to their department's alternate location. Once there, the personnel will carry out those responsibilities deemed critical to their business function.

- If the location is inaccessible or unproductive, those employees will relocate to the ePlus alternate location.
- If the location is inaccessible or unproductive, predetermined employees will relocate to the alternate location.
- There is a connection to the alternate site in the event of a disaster.
- Internet connectivity will be made available at the alternate site.

2.4. Operating Assumptions

The following examples represent operating conditions under which business continuity plans would be invoked:

- An event has occurred, causing physical damage to ePlus Inc.'s building, infrastructure or environmental support system and serious disruption to key departmental operations.
- Department operations are inaccessible following the event and may remain inaccessible for an extended period of time.
- Information (databases, files, etc.) located in the computer center has been damaged or destroyed.
- Qualified ePlus, Inc. IT personnel have not been injured in the disaster and are available to perform the required recovery actions (i.e. basic service installation and configuration) as specified in the activity lists.

Team Members will report to the predetermined Business Recovery Command Center as quickly as possible upon being notified.

Management personnel are to maintain their normal lines of authority and reporting structure at all times. Where management is unavailable, the employee will escalate to the next level of management.

2.5. Plan Design and Maintenance

- Each department will work with the Business Continuity Manager to maintain a business impact assessment and business continuity plan.
- Each department will communicate their plan to employees on a semi-annual basis and conduct "table-top" tests to ensure accuracy of plans.
- The Business Continuity Manager will conduct Business Continuity Risk Assessments, by department, on a quarterly basis.
- Departmental readiness deficiencies are recorded in the ePlus Change Management application for remediation tracking purposes

3. Action in the Event of a Disaster

3.1. Event Notification Procedures

- ***Events Declared During Non-Business Hours*** – As appropriate based on the event, If an event is declared during non-business hours, the Primary Contacts as maintained in ePlus' Crisis Management Plan (CMP) or in the individual Business Continuity Plans ill be contacted. They will contact the teams. If none of the Primary Contacts are available, another management member will be contacted. Any necessary authorities such as fire, police, building management, etc. will be notified immediately. The Alternate Site will be contacted as an alert of a possible disaster situation. Once a disaster is declared, the company call tree will be initiated in order to inform personnel of the situation.
- ***Events Declared During Business Hours*** – As appropriate based on the event, if an event is declared during business hours, the Primary Contacts will be contacted. They will contact the teams. If none of the Primary Contacts are available, another management member will be contacted. Any necessary authorities such as fire, police, building management, etc. will be notified immediately. The Alternate Site will be contacted as an alert of a possible disaster situation.

3.2. Building Evacuation

If the event requires an evacuation of the building or of the affected floors, personnel should follow the building evacuation plan as used during a fire drill. Personnel should gather at the designated meeting place outside the building and wait for further instructions from a management member.

3.3. Setting Up a Command Center

If the building is evacuated and/or if a disaster is declared, Management must convene at the predetermined site to be used as a command center. The command center may be a conference room at ePlus or, if the facility is inaccessible, it should be at a location close to the facility. If the surrounding areas of the facility are also inaccessible, the command center should be a conference room at the alternate site. All Team Leaders and management personnel must be made aware of the possible command center(s):

- Command Center Option 1: Conference Room at Herndon, VA office
- Command Center Option 2: Conference Room at Crown Plaza Herndon, VA

The Command Center will establish and maintain a conference bridge via WebEx in order to maintain open communication with the recovery teams.

3.4. Alternate Site Relocation

If a disaster disruption or a partial loss warrants a disaster declaration, the alternate site will provide off-site relocation of service. This includes the services determined to be business critical only.

- ePlus business critical phone numbers will be redirected by Verizon to the alternate site or to a major ePlus remote office for redirection.
- The critical number(s) for receiving phone calls and faxes will be re-pointed to the alternate site. To accomplish this, essential employees from various departments will relocate to the backup site within the first twenty-four hours of a declaration where voice communications resources are in place. Other necessary business functions will relocate to the backup site as soon as the systems are up and running.

3.5. Securing the Disaster Area

In the case of an emergency which requires evacuation of the premises, the security of company property must be established as quickly as possible. If emergency services have been called to the scene, it is probable that re-entry to the premises will not be permitted until it is declared safe to do so. It may take some considerable time before permission is given. In these circumstances the police must be requested to provide the necessary security to prevent access by unauthorized persons. As soon as it is permitted to re-enter the building a Salvage Team must be formed to ensure that all files and other confidential material are secure. Other assets and valuable company property must be made secure similarly.

The Director of Corporate Facilities and the Human Resources Manager will work through the Command Center to ensure proper notification to employees regarding facility availability.

3.6. Customer Cutover Plan

The following steps will be taken to ensure that ePlus customers are cutover appropriately and timely in the case of a declared disaster.

- Current Production site is declared inoperable due to some form of catastrophic failure and need to perform a cut over to the Business Continuity site is initiated. ePlus employees will communicate to each customer accordingly.
- Crisis Command Center is activated and the necessary recovery team is assembled in the designated alternate location.
- Setup and configuration of hardware and secondary environments for non-Premium hosting client environments.
- Restoration of customer databases from most recent recoverable backup.
- ePlus support personnel will test each site to ensure migration and service has been restored to pre disaster levels.
- Customers to verify their respective production site.
- Go live acceptance.

3.7. Reporting to the Media

Only authorized personnel from ePlus Executive Management shall speak to the media. If necessary, an area to house the news media outside of the Command Center will be established and news media will be escorted to the assigned area.

3.8. Sustained Recovery

When the Disaster Recovery Plan has been in operation for some days and the relocation to the recovery site(s) has proved successful, the Command Center will need to address the non-critical (deferrable) recovery requirements. An assessment of the extent of the disaster will have been made and continued occupation of the recovery sites can be determined. The non-critical business functions, which will have been suspended, can be given consideration for resumption. Such a decision can only be made at the time when all the circumstances are known. It should be the aim, however, to resume full business operations as soon as possible at one or more of the following:

- The initial recovery site.
- The disaster site when it has been prepared for re-occupation.
- A new recovery site, to be arranged at the time, at which a full resumption of normal business functions, will take place.

3.9. Long-term Recovery Arrangements

The majority of ePlus employees have been provided the tools to continue work either through remote access via VPN and/or access to one of the many physical ePlus locations. Each department within ePlus maintains a business impact analysis and business continuity plan within Recovery Planner. This departmental view ensures that business continuity is considered for all functional areas within the company.

Attachment 3 – Resumes

ePlus Technology, inc Staffing Chart

RFP 6100039046 Lot 3

PA SLED Director

Nick D'Archangelo 610-495-1293 ndarchangelo@eplus.com

Account Managers

Carl Skiba 717-730-1606 cskiba@eplus.com

Karen Kimberling-Harford 717-730-1602 kkimberling@eplus.com

Brad Filipovich 717-730-1609 bfilipovich@eplus.com

Inside Sales Representatives

Lynn Gribbin 717-730-1603 lgribbin@eplus.com

Kristen Zawislak 610-495-1294 kzawislak@eplus.com

Melissa Dawson 610-495-1245 mdawson@eplus.com

Pre-Sales Engineers

Scott McCormick 484-791-6005 smccormick@eplus.com

Dave McFetridge 610-495-1252 dmcfetridge@eplus.com

Brian Neff 484-791-6019 bneff@eplus.com

Sub-Contractors

Deb Pierson 717-796-0493 dpierson@pierson.it

Services - Staging, rollout, installation, asset tagging, removal,

Andy Keyser 717-549-3600 andy@keyserconsultinggroup.com

Services – A/V installation, hardware programming, staging

Employee
Profile

***e*Plus Technology**
www.eplus.com

Principal Architect

Dave McFetridge

Dave is a Lead Technical Architect with ePlus who works with customers to identify and design solutions that address specific business needs. Dave has 24 years of experience working for ePlus and 27 years in Information Technology. Dave's technical background and knowledge covers a vast array of technologies including Routing and switching, Network Security, Cisco Unified Communications, Cisco Unified Compute Systems, Nexus Datacenter and Storage Networking, and VMware Networking. While at ePlus, Dave has designed and implemented many large Networks, IP Communications systems, and Datacenter projects.

Professional Knowledge

Dave has led many large-scale projects that include: design and implementation of multi-site IP Communication Systems, Datacenter build and migrations, National WAN deployments.

Technology:

- Routing and switching
  - MPLS
  - VRF-Lite
  - BGP
  - OSPF/EIGRP
  - IP SEC
  - QoS
  - 802.1x
- Storage Area Networking
- Cisco Unified Communications
- Cisco ASA
- Cisco IPS
- Cisco UCS
- VMware vSphere
- Cisco Nexus 1000v
- Flexpod

Major Project Highlights

- Administrative Office of PA Courts (AOPC) Datacenter, Network, and IP Communication systems
  - Project technical lead for the design and install of the new Datacenter to support the 19 different PA court agencies
  - Network design and install for the new Judicial system building in Harrisburg, PA
  - Statewide deployment of Cisco IP Communications systems
- Regional Hospital Datacenter design and deployment
  - Cisco Nexus 7000/2000 switching
  - OSPF/MPLS
- Regional College Datacenter design and deployment
  - Cisco VSS, Nexus 5500, 2000, N1000v
  - Cisco UCS
  - VMware vSphere
- PA Attorney General (OAG) Datacenter and WAN Design and deployment
  - Nexus 7000/5000/2000/1000v
  - State wide MPLS WAN with VRF, BGP, and DMVPN
  - Cisco ASA firewalls and IPS system

Certifications

- CCIE #6449, Cisco Certified Internetwork Expert
- CCVP, Cisco Certified Voice Professional
- CCDP, Cisco Certified Designed Professional
- CCSP, Cisco Certified Security Specialist
- Cisco Unified Computing Technology Design Specialist
- Cisco Data Center Networking Infrastructure Design Specialist
- Cisco Unified Fabric Technology Design Specialist
- Cisco Data Center Storage Networking Design Specialist
- CCNP, Cisco Certified Network Professional
  - CCNP + ATM Specialist
  - CCNP + Security Specialist
  - CCNP + Telephony Specialist

©2012 ePlus Technology, inc. This Employee Profile and the information it contains are proprietary and confidential and may not be disclosed, reproduced, or otherwise used, in whole or in part, without the prior written consent of ePlus Technology, inc. ePlus, the ePlus logo, and all referenced product names are trademarks or registered trademarks of ePlus inc. All other company names and products mentioned herein are trademarks or registered trademarks of their respective companies.

Employee
Profile

***e*Plus Technology**
www.eplus.com

Solutions Architect

Scott McCormick

Scott is a Solutions Architect with ePlus who works with customers to identify and design solutions that address specific business needs. Scott has 14 years of experience working in Information Technology.

He has comprehensive knowledge and experience with Cisco networking equipment including routers, switches, security, data center, and wireless products. and offers excellent troubleshooting and communication skills.

Scott has experience in diverse Public and Private Sectors; including Health Care, School Districts, Colleges, Commercial Industry, and Utilities.

Technology:

- Cisco Routing / switching
  - MPLS/VRF-Lite
  - BGP
  - OSPF/EIGRP
  - IP SEC
  - QoS
  - 802.1x
- Cisco Wireless
  - Clean Air
  - 802.11n/802.11ac
  - Flex Connect
- Cisco ASA
- Cisco IPS
- Cisco ISE
- Cisco Datacenter
  - Cisco UCS
  - Cisco Nexus 7000, 5000, and 2000
  - Cisco Nexus 1000v
  - Cisco ASA 1000v
- Cisco NCS Prime Infrastructure

Professional Knowledge

Scott has an in-depth knowledge of many Cisco technologies including routing and switches, wireless, security, and datacenter. Scott has designed solutions from a simple switch refresh to Greenfield wireless deployments with BYOD policy and enforcement.

Scott has a unique knowledge of the inner workings of Cisco that helps him position the appropriate solutions that will best fit your needs for today and tomorrow. With this knowledge and the desire to educate customers, Scott is able to communicate and explain complex solutions to all levels of an organization from a network engineer to a CIO. This ability allows Scott to become a trusted advisor to many of his clients.

Certifications

- CISSP #98915, Certified Information Systems Security Professional
- CCNA, Cisco Certified Network Associate

©2012 ePlus Technology, inc. This Employee Profile and the information it contains are proprietary and confidential and may not be disclosed, reproduced, or otherwise used, in whole or in part, without the prior written consent of ePlus Technology, inc. ePlus, the ePlus logo, and all referenced product names are trademarks or registered trademarks of ePlus inc. All other company names and products mentioned herein are trademarks or registered trademarks of their respective companies.

Bradley Filipovich

12 Teaberry Drive, Carlisle, PA 17015

(717) 599.2905 email:bfilipovich@gmail.com

Summary:

I am an twelve year technical sales professional specializing in consultative and relationship based sales to key accounts and new prospects with a talent to analyze opportunities and create, deliver and execute creative sales strategies to drive business results, develop accounts, expand market share and foster strong business ethics.

Work Summary:

ePlus Technology, Camp Hill, PA, April 2013-Current

Account Executive-PA SLED

- Grew revenue and territory by triple digits in a twelve month time span.
- Averaged over 350% year over year revenue and profit margin increases.
- Leverage strong business partner relationships to grow sales and revenue in strategic products.
- Excellence in showing value of products and services to end users through a mixture of consultative and technical acumen.
- Responsible for coordinating key trade shows including presentations and key vendor inclusion.
- Grew SLED Commonwealth of PA business by 45% in a stagnant purchasing fiscal year.
- Responsible for contributing to successful vendor-VAR relationships including marketing programs and sales blitzes on featured technologies.

Vector Resources, Inc, Harrisburg, PA, September 2012 –April 2013

Senior Account Executive, East Coast

- Responsible for creating a successful new territory (Eastern US) for a successful West Coast organization.
- Deliver new sales strategies to foster both brand recognition and build trusted advisor status.
- Work and manage a team of three to grow territory, increase revenue and expand and acquire relationships with business partners and manufacturer representatives.
- Responsible for contract management and fulfillment at the state and national level.

integraONE, Camp Hill, PA, May 2010 –September 2012

Account Executive/Business Development Manager (Acquired Classic Networking)

- Grew integraONE's client base by prospecting and delivering new accounts in Western PA, New York and Maryland.
- Awarded merits for creating, delivering and presenting seminars on information technology solutions to higher education clients and prospects leading to 30 to 40 new customers per year.

- Created executive level relationships with officials in the Higher Education space to highlight integraONE's products, services and solutions resulting in increased client referrals and new business for integraONE.
- Recognized by integraONE management for overwhelming customer satisfaction acquired via consultative selling strategy.
- Have met or exceeded quota throughout sales career.
- Responsible for contributing to successful vendor-VAR relationships including marketing programs and sales blitzes on featured technologies.
- Achieved over $500,000.00 margin for fiscal year 2011.

Classic Networking, Inc, Mechanicsburg, PA, November 2004-May 2010
Regional Sales Manager

- Grew client list from 10 higher education accounts to installed base of 65 higher education clients resulting in 50% year over year growth for the company.
- Helped to grow company from $1 Million to $4 Million in revenue over 2 year period.
- Conducted quarterly presentations and events to established customer base to demonstrate Classic Networking's core products and solutions, resulting in $200,000.00 net new sales per year.
- Presented at several trade shows on Information Technology Security Best Practices.
- Managed and exceeded pipeline calculations throughout Eastern seaboard while reducing capital expenses via lunch and learns, large group presentations and teleconference practices.

Transfer Technology, Harrisburg, PA, June 1998-November 2004
Systems Administrator/Team Lead

- While managing Tier III Helpdesk, received accolades from Governor's Administration Office for "Providing Exceptional Customer Service".
- Long term consultant and team lead to state of PA's largest agency, Public Welfare.
- First contractor to manage a team of 11 state employees.
- Responsible for IT operational efficiency for 11,000 end users.
- Commended by PA state government for "Outstanding Achievement in IT Initiatives"

Vanstar Corporation, Pleasanton, CA June 1995-June 1998
Network Engineer/Consultant

- Consultant to two Fortune 100 companies.
- Responsible for envisioning, architecting and implementing Windows 95 training room and creating learning curriculum for ALCOA management staff.
- Responsible for 99.999 uptime of systems and support for ALCOA.
- Team lead in converting 700 AMP customer service representatives from green screen terminals to Windows 95 workstations and educating end users on proper policy and best practices.

Education:

University of Pittsburgh, BA History, 1995

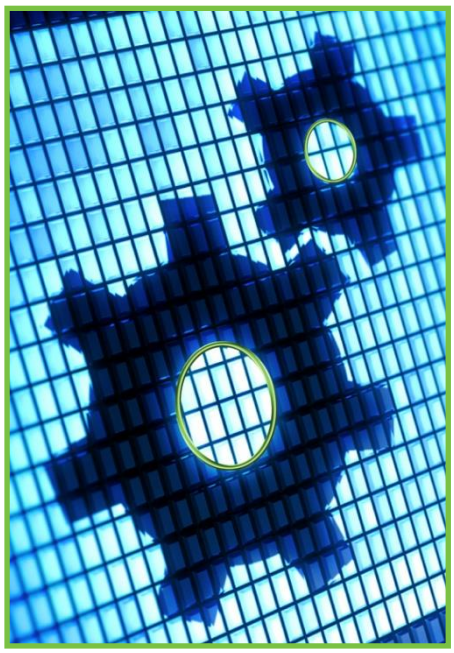
Sales Certifications:

Cisco Sales Expert, HP Accredited Sales Specialist, VMWare Product Specialist, Sales Certification Lightspeed Systems, Barracuda Product Specialist, Sonicwall Certified, Bradford Networks Accredited Sale Professional, Nimble Storage Specialist as well as many others.

References in the form of customers, business partners, professional and personal peers freely available upon request.

Employee
Profile

***e*Plus Technology**
www.eplus.com



Data Center Architect

Brian Neff

Brian is a Data Center Architect with ePlus focusing on Enterprise Data Storage and Backup Solutions. Before joining ePlus, Brian was with a major storage OEM focusing on Data Center solutions for Enterprise and Tier II accounts. He was also with resellers that worked with both commercial and SLED accounts. With a background in sales, his focus landed on the critical role that storage and backup played in a company's datacenter. That became his primary subject matter and ha began training more on the different technologies. Over his 18 year career, he morphed from a sales role to an architect being able to call on all of the projects he had been involved with over the years. While at ePlus, Brian has been involved in projects from primary storage refresh, disaster recovery design, backup design, physical to virtual migrations, VDI deployments etc. for accounts from large to small, for commercial to educational as well as government accounts.

Professional Knowledge

Brian has architected many enterprise class storage and backup solutions. He assisted in the design of migration methodologies that went along with these projects. Led customers down a path of a physical to virtual server platform migration and integrated that new platform into their storage and backup environment. He assists customers on a daily basis as they move into a Virtual Desktop environment. Assesses the impact that VDI will have on their storage and ensures that it is deployed properly for today's needs as well as future demands.

Technology:

- Storage: Netapp, EMC, HP, IBM
- Backup Hardware: Data Domain, Quantum, Barracuda
- Backup Software: Commvault, Symantec, EMC.

Major Project Highlights

- Worked with a local County Government to assist them with a complete refresh of their production storage, deployment of a new server platform as well as an infrastructure refresh to support their significant virtual environment. Assessed the current environment, sized for future growth and expansion, worked with our infrastructure team to design the new fully integrated solution, and collaborated during the deployment.
- Assisted a large manufacturer in their enhancement of their existing storage by front ending the storage with a Unified Storage Gateway to extend the useful life of the solution. It took over the storage solution and applied new technology to it such as de-duplication and thin provisioning allowing the customer to grow without replacing the asset.
- Worked with a school district to refresh their network and storage solution to prepare for a large VDI deployment. Performed a virtual desktop readiness assessment to identify the desktop performance requirements and then sized the servers, infrastructure and storage appropriately. Worked to ensure proper performance and that this deployment fit into the district's backup plan.

Certifications

- Netapp Solutions Architect
- EMC SE Accreditation Consolidation 2011
- Commvault Simpana Certification
- Storage Works Solutions

©2012 ePlus Technology, inc. This Employee Profile and the information it contains are proprietary and confidential and may not be disclosed, reproduced, or otherwise used, in whole or in part, without the prior written consent of ePlus Technology, inc. ePlus, the ePlus logo, and all referenced product names are trademarks or registered trademarks of ePlus inc. All other company names and products mentioned herein are trademarks or registered trademarks of their respective companies.

DARREN S. RAIGUEL
Collegeville, PA

EDUCATION

Temple University, Philadelphia, PA
B.A. Marketing & Finance Dual Major **1992**
Magna Cum Laude

INDUSTRY EXPERIENCE (CURRENTLY BASED IN POTTSTOWN, PA)

ePlus Technology, inc. (Publicly Traded Information Technology Systems Integrator- NASDAQ:PLUS) 1997-Present

Executive Vice President, Sales **2015-Present**
Responsible for all Sales Globally, as well as security/vendor practice management, and business transformation teams.

Senior Vice President, Public Sector and Northeast Commercial **2011-2014**
Responsible for all State, Local, and Education Sales as well as Commercial/Enterprise Sales in the Northeast

Regional Vice President, Upper Mid-Atlantic **2009-2010**
Responsible for IT sales in all verticals in the PA/NJ/DE Tri-State Area

Sales Director/VP & General Manager, Public Sector **2001-2008**
Various management roles overseeing public sector IT business in the PA/NJ/DE Tri-State Area

Sales Manager, Public Sector **1999-2001**
Responsible for government and education IT sales to customers across the State of PA

Senior Account Executive **1997-1999**
Responsible for IT sales to medium and large corporate and public sector customers in Eastern, PA

RELATED EXPERIENCE (BASED IN JENKINTOWN, PA AND WHITEHALL, PA)

Elcom International (formerly Catalink Direct) (formerly Computerware, Inc) 1992-1997
General Manager, Corporate Sales Manager, Store Manager **1994-1997**
Held a variety of management roles ranging from retail to commercial sales with oversight of 5-15 employees at any given time

Computerware, Inc
Account Executive **1992-1994**
Responsible for sales to retail and small business customers

ACHIEVEMENTS/AWARDS/INTERESTS

Temple University Student Body President, 1992
Ongoing and historical activity with numerous vendor advisory councils across the technology industry
Avid Endurance Athlete, 5 Time Ironman Triathlon Finisher, Finished a marathon under 4hrs in all 50 states
Thoroughly enjoy travel, hiking, scuba diving and the outdoors in general

Debra A. Pierson
President
Pierson Computing Connection, Inc.

Major Project Experience

Commonwealth of Pennsylvania
Server and Storage Contract – Account Manager

Responsible for the customer satisfaction, pricing and order fulfillment management of the Pennsylvania state contract held by Pierson. Deb has also served in a sales role supporting the Office of Administration, the Department of Revenue, Legislative Data Processing as well as the Civil Service Commission.

Pennsylvania State Police
Personal Computer Refresh Project
Project Executive, November 2016- March 2017

Responsible for database creation, data import and overall customer satisfaction for the implementation of 4100 desktops and monitors across 140 locations. The Pierson team provided imaging at our warehouse, just in time delivery, installation, and data transfer from existing devices working in concert with customer resources. In addition, the Pierson team provided existing equipment removal, drive removal, packaging and delivery of existing equipment to the surplus warehouse.

Pennsylvania Department of Health
Personal Computer Refresh Projects
Project Executive, 2014-2016
Responsible for database creation, data import and extraction, scheduling resources and customer satisfaction for the implementation of over 1500 desktops and laptops over multiple projects. The Pierson team provided imaging at our warehouse, just in time delivery, installation, and data transfer from existing devices working in concert with customer resources. In addition, the Pierson team provided existing equipment removal, drive wiping, drive removal, packaging and delivery of existing equipment to the surplus warehouse.

Cumberland Valley School District, Mechanicsburg, PA
Project Executive
Summer 2015
Responsible for the overall project success and customer satisfaction. Determined project schedule and appropriate resources. The Pierson team installed 570 Epson 595wi Interactive Projectors, 3M porcelain dry erase boards, and associated cabling in all ten schools throughout the district. Custom installations included lifting drop ceiling at an angle that was too low to accommodate projector in 15 classrooms. This project was completed on time to allow teacher training prior to the start of classes and included working around summer school and the complete renovation of two buildings during the installation timeframe.

Pennsylvania Department of Health
Personal Computer Refresh Project
Project Executive, 2014-2016

Responsible for database creation, data import and extraction, scheduling resources and customer satisfaction for the implementation of over 1500 desktops and laptops over multiple projects. The Pierson team provided imaging at our warehouse, just in time delivery, installation, and data transfer from existing devices working in concert with customer resources. In addition, the Pierson team provided existing equipment removal, drive wiping, drive removal, packaging and delivery of existing equipment to the surplus warehouse.

Hartford Public Schools
Cart and Chromebook Installation
August 2015 and January 2016

Responsible for project scheduling and resources. Performed as the onsite team leader for this project. Pierson Computing performed the installation of 3,325 Chromebooks in 134 carts in over 30 locations across Hartford in two weeks in August of 2015. In addition, the Pierson team returned in January of 2016 to install an additional 34 carts and 825 Chromebooks in two school locations. Services included barcode scanning of serial numbers, unboxing, uncrating and configuration of carts, installation and wire management of cables in each cart and installation of Chromebooks.

North Canton Ohio School District
Steelcase Interactive Whiteboard & Furniture Project
Summer 2014

Responsible for the overall project success and customer satisfaction. Determined project schedule and appropriate resources. The Pierson team installed 200 Steelcase eno interactive whiteboards, 1600 Steelcase tables and 1300 chairs in 8 schools across the district. This project was completed ahead of schedule with very high customer satisfaction. The Pierson team worked with the school district to ensure scheduling coincided with removal of existing boards, drywall repair and painting by their resources.

Montgomery County Public Schools, MD
Promethean Interactive Whiteboard Installation
April – September, 2013

Responsible for project scheduling, database creation and data import, installation paperwork creation and tracking. Performed onsite as team leader for several schools at the beginning and end of the project to ensure training and customer satisfaction. Pierson Computing installed over 2000 Promethean fixed and adjustable interactive whiteboards with integrated projectors in 26 weeks during 2013. This project included storage of all equipment at our Pennsylvania warehouse, staging and pre-assembly of equipment, delivery of equipment in a just in time manner, installation, testing, installation of surface raceway, cable management, proper adjustment of projectors, as well as clean up and disposal of all packaging material.

Detroit Public Schools, MI
Netbook and Cart Implementation
January – September, 2011

Responsible for overall customer satisfaction, project startup, training and resource scheduling. Pierson Computing received, inventoried, configured and delivered 40,000 netbooks to 150 schools across the entire Detroit Public School system in 2011. During the first quarter of 2011 Pierson Computing was on-site where the following services were performed: Reclaim 6000 netbooks from teachers, perform detailed configuration on-site at each school, redistribute netbooks to teachers. Pierson Computing assembled, cabled and loaded more than 1200 netbook carts during the course of this project. More than 34,000 student netbooks were configured, joined to the domain and delivered to schools. Over 19,000 netbooks were delivered to the schools during one week in September of 2011. At the conclusion of this project every serial number was accounted for by Pierson Computing.

Technical Expertise

- B.A., Computer Science, Messiah College – Grantham, PA (Magna cum laude) May 1989
- PMI Project Management Professional (PMP)
- IBM Certified Mid-Range Storage Technical Specialist
- IBM Certified Enterprise Storage Technical Specialist

Employee
Profile

***e*Plus Technology**
www.eplus.com

Vice President SLED Business Development

Nicholas D'Archangelo

As the Vice President of SLED Business Development for ePlus, I am responsible for the growth and development of the National SLED Team across the US. My goal is to develop a team of technology consultants/sales professionals that are knowledgeable about the industry's latest trends and apply them to meet the business needs of our customers.

I started with ePlus in 1997 as part of a three-person team with a focus on creating a SLED practice. The National SLED team today at ePlus exceeds 50 Account Executives and is responsible for over $340 million in annual sales. As VP, I am responsible for assisting my team with new account acquisition, strategic OEM alignment, contract response and compliance and continued sales growth.

Professional Knowledge

Over twenty years of experience in the IT industry, with 100% State & Local Government and Education focus for the last 19 years. Expert at solution selling and building trusted advisor relationships with senior IT and C level executives.

Technology Expertise:

- Cloud Computing
- Server Consolidation & Virtualization
- Virtual Desktop Infrastructure
- Data and Client Security
- Storage & Backup
- Networking Infrastructure
- Data Center
- Wireless and Mobility
- Bring Your Own Device (BYOD)
- IP Telephony/Unified Communications
- Business Continuity

Professional History

ePlus Technology

- April 2015 – Resent VP SLED Business Development
- May 2013 – March 2015 RVP – SLED Mid-Atlantic
- April 2011 – May 2013 Director of Sales – PA/MD
- April 2008 – April 2011 PA Public Sector Team Leader
- October 1997 – April 2008 Account Executive

ComputerWare

- March 1997 – September 1997 Account Executive
- February 1994 – March 1997 Retail Sales Executive

Certifications

©2013 ePlus Technology, inc. This Employee Profile and the information it contains are proprietary and confidential and may not be disclosed, reproduced, or otherwise used, in whole or in part, without the prior written consent of ePlus Technology, inc. ePlus, the ePlus logo, and all referenced product names are trademarks or registered trademarks of ePlus inc. All other company names and products mentioned herein are trademarks or registered trademarks of their respective companies.

KAREN KIMBERLING-HARFORD

K_KIMBERLING@YAHOO.COM | 717.503.6656 | LINKEDIN.COM/IN/KAREN HARFORD

IT INDUSTRY SALES LEADER & MANAGER

Sales Account Executive for IT Company (16 years) • Responsible for Key Accounts
Grew Public Sector Region in Central PA • Inside Sales Experience

Manage Key Accounts
Develop Budget with IT Leadership Team
Evaluate Technology for Clients
Identify & Develop Strategic Partnerships
Develop Sales Forecasts, Plans and Strategic Goals
Organize Training/Knowledge Transfer Sessions for Clients and Other Education Organizations
Provide onsite recommendations for clients

PROFESSIONAL EXPERIENCE

Sales Account Executive — 2000-present

ePlus Technology, Harrisburg, PA

- **Increased sales** within my account 10-20% each year. 2015 **Sales: $12.9 million**
- Recognized at the ePlus annual sales meeting with the **"Team and the Top" award** in 2006, 2014 and 2015
- Grew Public Sector business in the central PA region
- Developed key strategic accounts. (i.e. Commonwealth of Pennsylvania, Penn State University K-12, Commercial)
- Evaluated technology to develop strategic partnerships with vendors such as Cisco, 3Com, HP, Checkpoint, VMware, NetApp, EMC
- Develop sales forecasts, plans and strategies
- Orchestrated **training/knowledge transfer sessions** for clients and monthly vendor solution seminars for the Commonwealth of PA, Higher Ed and K-12

Inside Sales, Inacom Information Systems, Harrisburg, PA — **1997-2000**

- Responsible for quoting and product selection recommendation to public sales clients
- Backup for the commercial inside sales team when needed.
- Attended manufacturer training on latest products.
-

Manager, Inside Sales

- Supervised and coordinated Inside Sales Team
- Responded to bids and win major statewide contracts w/ specific Service Level Agreements. (SLA)
- Customer Service – Set and measured SLA's and resolved customer satisfaction issues
- Provided Inside Sales Representative's training and arrange vendor product training
- Provided Inside and Outside Sales Teams support and escalation point
- Assisted in the development and execution of Business Plan including determining staffing levels

Associate Degree – Executive Assistant, **1998** • DuBois Business College, DuBois, PA

HP Sales Certified Professional, 3Com Sales Certified Professional,, Member Technology Council of Central PA, GigaSALES, Palo Accredited Sales Expert (ASE), A10 Sales Enablement,

Carl J. Skiba, Jr.

1006 Kay Street
Boalsburg, PA 16827

814-466-3345 (Home)
814-883-3485 (Cell)
CS.10000@hotmail.com

Summary

Accomplished Account Manager with 20+ years of proven experience of uncovering, managing, and closing complex sales business. Skilled in all facets of the sales process; client needs assessment, margin analysis, proposal development, executive presentations, contract negotiations, closing business and relationship management. Focus has primarily been on State and Local Government as well as K-12 and Higher Education markets. Consistently exceed individual quotas while striving to achieve the organizational goals.

Experience

ePlus Technology, Inc. – Account Manager 4/2002- Present

- Managing PA State wide contract for Networking, Peripherals and Audio / Visual equipment, Storage and Servers and related services.
- Currently exceeding $25 million annual quota. Up from $15 million
- Selling Cisco Advanced Technologies, i.e. Wireless, Security, Flexpod , Nexus, UC, UCS as well as Switching, Routing, and ASA Firewalls. Also, NetApp, VMware, HP, IBM and Apple.
- Managing inside sales rep and technical resources.
- Sourcing and managing vendor and partner relationships.
- Participated in successful contract negotiations.
- Successfully navigated the complex contracting and selling processes of PA State Government.

Pomeroy Computer Solutions – Account Manager 5/1999 – 4/2002

- Managed PA State wide contract focusing mainly on IBM related products.
- Established new branch office in Harrisburg, PA.
- Exceeded 8 million dollar annual quota.

Tangent Computer - Account Manager 2/1998 – 5/1999

- Managed PA State wide contract and PEPPM Educational contract.
- Exceeded annual 5 million dollar quota.
- Hired technical resources.
- Organized trade shows and training events

Carl J. Skiba, Jr.

1006 Kay Street
Boalsburg, PA 16827

814-466-3345 (Home)
814-883-3485 (Cell)
CS.10000@hotmail.com

Swan Technologies, Inc. – Sales Manager/Public Sector 12/1989 – 2/1998

- Established public sector sales organization.
- Prepared and executed public sector contracts
- Top company revenue producer for five consecutive years.
- Won several *Employee of the Quarter* awards.

Education

Pennsylvania State University

- Attended 1997 Smeal College of Business Administration

Certifications and Memberships

NetApp Sales Certified
Active member in the Central PA Technology Council

References available upon request

Andy Keyser

Summary:

Andy Keyser brings 28 years of experience in the field Information Technology. Including the experience of a CIO, the experience of working for a large consulting firm, and the understanding of starting, running, and growing a small business.

He has successfully delivered large scale IT projects as an agency CIO and as a vendor, has a strong track record in collaboration and building consensus and truly understands how to deliver win-win initiatives. He has consistently demonstrated solid leadership and communication and is recognized for setting successful strategic direction.

Professional Experience:

Keyser Consulting Group, LLC, Gettysburg PA **(January 2009-present)**

Vice President

Provide sales and marketing expertise to the firm, serve as liaison for Video Conferencing Initiatives and technical expertise on design and implementation of video systems. Primarily support the President and CEO of KCG in a number of capacities to help grow the business including consulting and market strategy guidance. Certified in Polycom endpoints and infrastructure.

- Accomplishments include:
  - Consistent growth for the company since 2010
  - Design and development of secure housings for Polycom video endpoints
  - Recognized expert in Justice and Public Safety Video Conferencing initiatives
  - Designed and developed mobile video visitation system for Maryland DPSCS
  - Work with customers in over 20 states and provide video conferencing equipment and installation services
  - Developed innovative software solutions for video communications including digital signature solution, interpreter applications, room control systems, and integrated schedululing.

e-Data Experts Inc, Camp Hill, PA **(May 2007-present)**

Board Member

Provide strategic direction to company and directors.

e-Data Experts Inc, Camp Hill, PA **(May 2007-2011)**

Partner

Direct all operations for e-Data Experts focusing on IT Staffing, Consulting, and Infrastructure engagements. Focused on building the firm to a first class consulting firm. Specific responsibilities include:

- Strategic planning and vision for the firm
- Oversee all financial, operational, and technical aspects of the company
- Ensure comprehensive HR and financial planning
- Develop market strategies in IT Staffing, Consulting and BPO

- Promote and oversee partner strategies
- Direct responsibility for Sales and Marketing

TATA CONSULTANCY SERVICES, Camp Hill, PA (May 2004-May 2007)

Practice Head – Government (June 2004-May 2007)
Managed and directed all Government related operations for TCS within North America. Responsible for Federal, State, and Local practices in the US and Canada and directed the sales activities for all Government related initiatives. Set strategic direction, offering and market alignment, and appropriately branded TCS within the public sector.

Director Business Development – Government Practice (January 2003-May 2004)
Responsible for Business Development for TCS' State and Local government practices within the United States of America. Specific responsibilities include developing and implementing strategic direction for the practice, replication of TCS' success with the Commonwealth of Pennsylvania, knowledge transfer to TCS business development managers, marketing of TCS' vast repeatable solutions, and branding TCS as a legitimate provider of world class government solutions.

PENNSYLVANIA DEPARTMENT OF CORRECTIONS, Camp Hill, PA **(July 1989 – January 2003)**

Chief Information Officer, (March 2000-January 2003)
Managed over 100 professional and technical staff responsible for all aspects of information technology, planning, research, statistical activities, and grant management within the Department of Corrections. Responsible for planning, managing and implementing an annual operating budget. Served on the DOC executive management team.

Accomplishments included:

- Implementation of DOC's intranet portal – migration of mainframe and client server applications to web technologies
- Design of strategic information technology direction and staffing requirements
- JNET Event Messaging implementation
- Active participant in PA statewide (JNET) and county criminal justice integration efforts
- Implementation of numerous client server and web application development efforts
- Serve on statewide and national committees including President-elect of Corrections Technology Association

Director, Bureau of Management Information Services (MIS), (Jan 1998 – Feb 2000)
Managed 100 professional and technical staff responsible for all aspects of information technology, planning, research, statistical activities, and grant management within the Department of Corrections. Responsibilities are similar to CIO position. Promoted to the newly created CIO in March 2000.

Chief of Research and Data Management, (**April 1993 - January 1998)**
Managed professional staff of eight people responsible for research and information systems management within the Office of Planning, Research and Statistics.

EDUCATION: **INDIANA UNIVERSITY OF PENNSYLVANIA**, Indiana, PA
Master of Arts, Criminology , August 1992
Bachelor of Arts, Criminology, (Magna Cum Laude), May 1987

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.

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
Best Value Storage	NetApp	US - CA
Non-Best Value Storage	NetApp	US - CA
Best Value Object Storag	NetApp	Mexico
Non- Best Value Object	NetApp	Mexico
Best Value Block	NetApp	Mexico
Non-Best Value Block	NetApp	Mexico

BIDDER'S RESIDENCY

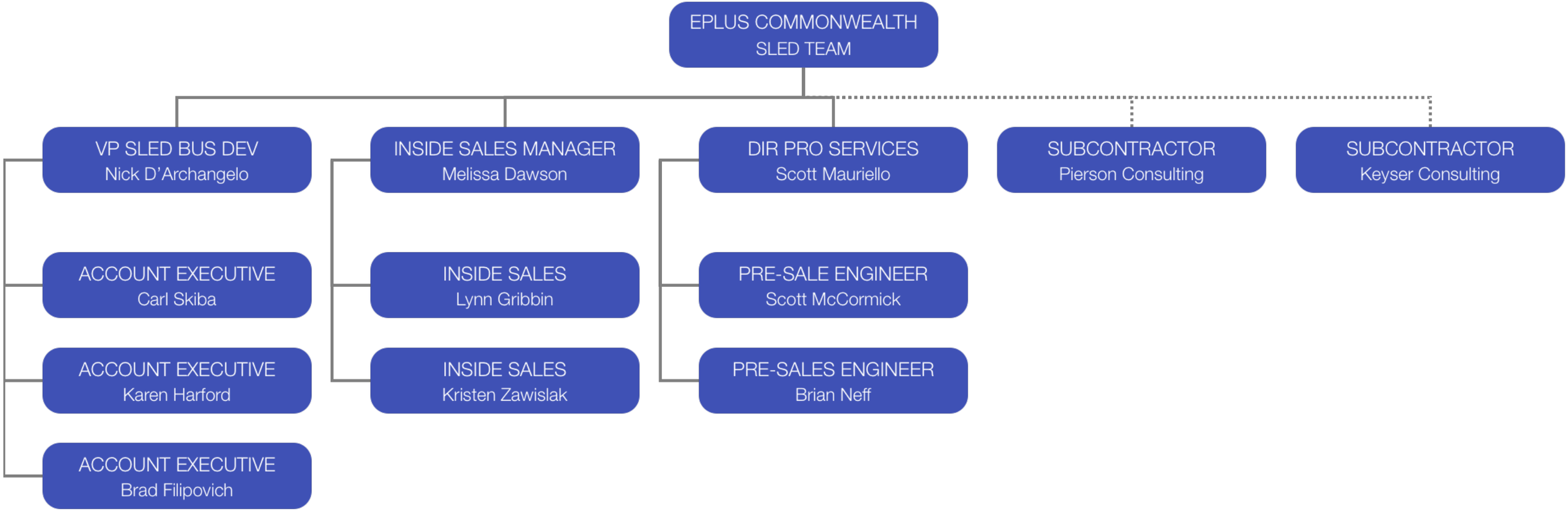
A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

ePlus Technology, inc

4660 Trindle Road, Suite 101

Camp Hill, PA 17011


EPLUS COMMONWEALTH
SLED TEAM
VP SLED BUS DEV
Nick D'Archangelo
ACCOUNT EXECUTIVE
Carl Skiba
ACCOUNT EXECUTIVE
Karen Harford
ACCOUNT EXECUTIVE
Brad Filipovich
INSIDE SALES MANAGER
Melissa Dawson
INSIDE SALES
Lynn Gribbin
INSIDE SALES
Kristen Zawislak
DIR PRO SERVICES
Scott Mauriello
PRE-SALE ENGINEER
Scott McCormick
PRE-SALES ENGINEER
Brian Neff
SUBCONTRACTOR
Pierson Consulting
SUBCONTRACTOR
Keyser Consulting

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)
3 - General IT Peripherals		$ 4,026,780

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

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
General IT Peripherals	4,854,385.15
Segment 1 MFD	1,972.15
Segment 2 MFD	86,198.05
Segment 3 MFD	22,456.05
Segment 4 MFD	1,972.15
Grand Total	**4,836,774.89**

Offeror Name: [Dell Technologies, Inc.]

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 (Not Listed)	5.25%
Markup for Manufacturers Listed Below	5.25%

#	Top Manufacturers	Historical Annual Spend ($)	Markup %
1	CHECKPOINT	1,828,369	5.25%
2	JUNIPER	1,497,554	5.25%
3	POLYCOM	897,014	5.25%
4	DELL	752,783	5.25%
5	CERTIFIED POWER	709,283	5.25%
6	IBM	705,844	5.25%
7	FUJITSU	665,427	5.25%
8	AVAYA	424,238	5.25%
9	SOURCE TECHNOLOGIES	423,969	5.25%
10	HP	403,969	5.25%
11	NIKON	257,897	5.25%
12	MULTITECH SYSTEMS	226,573	5.25%
13	PANASONIC	224,579	5.25%
14	MICROSOFT	222,818	5.25%

Market Basket

Instructions: Please provide the unit cost for each item below. The Commonwealth's unit price, inclusive of the markup provided above, will be calculated automatically. Additionally, please indicate if any item has been discontinued - only items proposed on by all Offerors will be evaluated. The volume provided is the historical annual volume and will be used for evaluation purposes. Alternative items must meet the same spec or higher provided by the corresponding item in the market bucket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined.

#	Manufacturer	Manufacturer Part #	Part Description	Alternative Manufacturer Part # (if applicable)	Alternative Part Description (if applicable)	Historical Annual Volume	Per Unit Cost	Commonwealth Price (automatically calculated)	Total Cost
1	CHECKPOINT	CPAC-TR-10F-SWHUB-DP	DP 5-ecnsulfeer for 10 fiber port – short range 1300dbase-SX for SFNC Internet			26	173.00	184.19	4,788.88
2	CHECKPOINT	CPAC-TR-10F-SWHUB-DP-***	DP 5-ecnsulfeer for 10 fiber port – short range 1300dbase-SX for SFNC Internet			26	173.00	184.19	4,788.88
3	CHECKPOINT	CPAC-TR-10FSWHUBDP	DP 5mn-cdb1 Medium - For Data Networking, Short or Medium, - 1 x 1000Base-SX) 10pcs			8	173.00	184.19	1,311.36
4	CHECKPOINT	CPACHDD1TBSWCDS2020	Check Point 1TB Internal Hard Drive			13	910.00	967.78	11,493.81
5	CHECKPOINT	CPAC-TR-10SR-B	Check Point DP 5-ecnsulfer for - 1000 fiber short Range (100) Base etc			13	260.00	276.65	3,473.93
6	HP INK	Q2612A	Laserjet 1010 1012 1015 1018 1020 1022 3015 3020			13	69.00	73.41	921.66
7	HP INK	Q1273-60002	Scanjet 5200 v.3 Sheetfed Scanner - 600 dpi Optical 48-bit Color - Duplex Scanning - USB	L2754A#ABJ	HP ScanJet Enterprise Flow 3000 s4 Sheet-feed Scanner	26	409.00	435.05	11,313.31
8	HP INK	L2719A#ABJ	HP ScanJet 5 Flow 7000 s3 (600 scanner	L2754A#ABJ	HP ScanJet Enterprise Flow 7000 s3 sheet-feed scanner	26	409.00	435.05	11,313.31
9	HP INK	CE741A	HP CE741 CYAN TONER			13	173.00	184.09	2,393.17
10	HP INK	HP CE740A	HP CE 740 A BLACK TONER			13	173.00	184.09	2,393.17
11	POLYCOM	7200-23170-001	RealPresence Group 700 720p with EagleEye IV 12x Camera - video con			13	17,500.00	18,618.75	242,043.78
12	POLYCOM	7200-23130-001	IRIS 7000 video Conferencing Kit			13	1,618.97	1,722.95	22,398.06
13	POLYCOM	7200-23140-001	RealPresence Group 700 Collaboration Platform			13	4,500.00	4,787.25	62,234.25
14	POLYCOM	7200-64330-001	RealPresence 830 Video Conference Kit			13	412.00	438.33	5,698.29
15	POLYCOM	7200-26025-001	POLYCOM VISO IRIS 6000 HD CODEC EOL			13	713.00	758.85	9,867.08
16	DELL	210-ACCF	Dell 1 Port, 16GB Emulex Fiber Channel HBA			13	1,000.00	1,064.00	13,832.00
17	DELL	311-7756	Dell, 2 Port, 16GB Emulex Fiber Channel, LPe16002B-M6-D			13	1,000.00	1,064.00	13,832.00
18	DELL	345-BFNM	Dell 45V 75A 3 I Processgard Mission Critical - Poweredge T300			13	3,819.61	4,064.27	52,835.47
19	DELL	210-AEIS	Dell 1U Cable Management Arm			13	173.00	184.09	2,393.17
20	DELL	313-BBKL	DELL E2216H 22" 16:9 1680 @5 VAC			13	151.00	160.70	2,089.07
21	CERTIFIED POWER	AMPE-1-001	E-PACK PENTA BANK MAINtena			769	1,849.00	1,967.86	1,513,441.34
22	CERTIFIED POWER	AMPE-1-001-A	E-PACK PENTA BANK MAINtena - Retrofit			769	1,849.00	1,967.86	1,513,441.34
23	CERTIFIED POWER	SSD250GB-001-A	ENABLES SAN Rack TV 42Inch) FUNCTION SOFT THUMB SCREEN			769	75.00	79.80	61,381.20
24	IBM	8436-A01XX	TrendSentry Company ImageTrip 4490 - Straight Path 3 Packets			3	198,150.00	210,854.63	632,563.88
25	FUJITSU	PA03670-B005	Fujitsu fi-7180 Sheetfed/Flatbed Scanner - 600 dpi Optical			182	3,575.00	3,804.79	692,472.98
26	FUJITSU	PA03670-B005	Fujitsu fi-7180 Sheetfed Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale - USB			13	3,575.00	3,804.79	49,462.27
27	FUJITSU	PA03710-B055	Fujitsu fi-8170 Scanner			13	1,999.00	2,127.44	27,656.72
28	FUJITSU	PA03541-B005	Fujitsu fi-8150 Sheetfed Scanner - USB			1	858.00	913.05	913.05
29	FUJITSU	PA03576-B005	Fujitsu fi-8170 Sheetfed Scanner - 600 dpi Optical - 24-bit Color - USB			13	2,199.00	2,340.44	30,425.72
30	FUJITSU	PA03670-B005	Fujitsu fi-7180 Sheetfed Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale - USB			13	3,575.00	3,804.79	49,462.27
31	FUJITSU	PA03710-B055	Fujitsu fi-8170 Scanner			13	1,999.00	2,127.44	27,656.72
32	FUJITSU	PA03541-B005	Fujitsu fi-8150 Sheetfed Scanner - USB			1	858.00	913.05	913.05
33	FUJITSU	PA03670-B005	Fujitsu High Capacity Mini Lithium-ion Battery - Lithium-ion (Li-ion)			13	117.00	124.49	1,618.37
34	FUJITSU	PA03670-B005	Fujitsu fi-7180 Sheetfed/Flatbed Scanner - 600 dpi Optical Pass through Antenna & Power Supply			182	3,575.00	3,804.79	692,472.98
35	AVAYA	1-2494-213	AVAYA 2500 DESKTOP OTHER POWER			13	160.00	170.24	2,213.12
36	SOURCE TECHNOLOGIES	SVT-2500SOA	MACR Toner Cartridge for 2757DN, Yield: 7.7k			156	302.00	321.36	50,131.06
37	SOURCE TECHNOLOGIES	SVT-2500SOA	MACR Toner Cartridge for 2757DN, Yield: 7.7k			156	302.00	321.36	50,131.06
38	SOURCE TECHNOLOGIES	SVT-3010SOA	MACR Toner Cartridge for 3010/3040, Yield: 2.3k			156	402.00	427.82	66,723.73
39	APC	SMX1500RMI2U	APC SMART-UPS 1500VA			13	819.00	871.60	11,330.80
40	APC	SMT1500RM2U	APC SMART-UPS 1500VA RM 2U120 120V			13	819.00	871.60	11,330.80
41	APC	SMT1000RM2U	APC SMART-UPS 1000VA 2U120 120V			13	844.00	898.36	11,678.78
42	APC	SMT1000RM2U	APC SMART-UPS 1000VA RM2U 120 120V			13	1,609.00	1,712.14	22,257.81
43	APC	SMT1000RM2U	APC SMART-UPS 1000VA RM2U 120 120V			13	1,609.00	1,712.14	22,257.81
44	NIKON	1549	Nikon 1755 DX II Measured Zoom 3x Camera with Lens - 24 mm - 120 mm			13	2,899.00	3,085.30	40,108.90
45	NIKON	4411-565	Nikon SB-5000 AF Speedlight			13	596.00	634.49	8,248.37
46	NIKON	2177	Nikon 55mm f/2.8G ED IF AF-S Micro Nikkor Lens - 2 - 32mm - f/2.8			13	1,549.00	1,648.56	21,431.23
47	NIKON	2177	Nikon 55mm f/2.8G ED IF AF-S Micro Nikkor Lens - 2 - 32mm - f/2.8			13	1,549.00	1,648.56	21,431.23
48	NIKON	MORE0241300	Nikon 1810 35LR Lenses with Vibration Reduction and AF-S			3	1,450.74	1,544.40	4,633.20
49	MULTITECH SYSTEMS	VUB-B-D	Serial extension cable - 6 ft - RS			1	5.00	5.32	5.32
50	MULTITECH SYSTEMS	MTD-H5-B	MultiConnect eDGE Modem - Serial			13	1,000.00	1,064.00	13,832.00
51	MULTITECH SYSTEMS	MTC-C2-B06-NA	MultiConnect Cell 100 Series MTC-C2-B06-NA CellFT Modem,B6,1522 w/o Accessories			13	13.00	13.84	179.92
52	F1 NETWORKS	F1-BIG-LTM-A0005	F5 BIG-IP Local Traffic Manager 4000s - Load Balancing device			3	28,896.00	30,757.24	92,271.72
53	F1 NETWORKS	F5-UPG-SYS-R	Protocol F5 F5 UPG SYS-R Compatible 10GBASE-SR MMF (C 850NM 300M SFP+			3	976.00	1,017.24	3,108.56
54	F1 NETWORKS	F5-UPG-SYS-A0005	Protocol F5 F5 UPG SYS-A0005 Compatible 10GBASE-SR MMF for A2000-4000,4000S FIXED pigtails			3	976.00	1,017.24	3,108.56
55	MICROSOFT	P3H-00001	MSFT P3H-00001 P3 PLUS SYSTEM UPD			13	83.00	88.37	1,149.03
56	MICROSOFT	P5S-00001	MS SURFACE ARC TOUCH MOUSE T3 SURFACE			13	34.15	36.35	472.51
57	MICROSOFT	P5S-00001	MS SURFACE ARC TOUCH MOUSE T3 SURFACE			13	34.15	36.35	472.51
58	MICROSOFT	P4H-00001	MSFT P4H-00001 P4 HD 3000 WINCRM USB			13	19.00	20.23	263.03
59	MICROSOFT	5MD-00001	MS SURFACE 3 DOCKING STATION			13	39.00	41.51	539.64
Total For Evaluation								0	4,854,385.15

Lot 3 - Small MFDs

Instructions for Offerors: Small multifunctional devices (MFDs) are included as a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out in are those in orange.
The requirements listed below are minimum requirements for all MFD models. Please take this information into account when providing model types further below.

MFD Minimum Requirements	
Volume, Capability, and Speed	
Laser or equivalent technology	Mandatory
Printed pages shall be by scaled, scanned, faxed, or otherwise reproduced with no damage to original	Mandatory
Black and White Printing	Mandatory
Black and White Copying	Mandatory
Color Scanning	Mandatory
Black and White Scanning	Mandatory
Pre-option provides programmable distribution lists	Mandatory
Time between Standby Mode to first page being faxed must be 40 seconds or less	Mandatory
50 Sheets Automatic Document Feeder Capacity	Mandatory
Automatic Duplex Printing	Mandatory
Automatic Duplex Copying	Mandatory
USB Interface	Mandatory
Ethernet Connectivity	Mandatory
Media Sizes, Types, and Trays	
Standard 8.5 x 11 inch Media	Mandatory
Legal 8.5 x 14 inch Media	Mandatory
Letterhead paper	Mandatory
Preprinted paper	Mandatory
Alternative letterhead mode material in paper without requiring special printing or admin	Mandatory
Standard envelope media	Mandatory
Minimum Paper Input Capacity	500 sheets
Memory and Storage	
Minimum Standard Memory	64MB
4GB Flash File Memory	Mandatory
Compatibility and connectivity	
Common user interface across each tier	Mandatory
Windows 7 (32bit) operating system	Mandatory
Windows XP (32bit) operating system	Mandatory
Windows 7 (32bit) operating system	Mandatory
Windows 8 (32bit) operating system upgradability if not supported	Mandatory
Windows 10 (32bit) operating system	Mandatory
Windows 2003 PC server operating system	Mandatory
Windows 2003 PC server operating system	Mandatory
Windows 2008 PC server operating system	Mandatory
10 /or and 64 bit drivers	Mandatory
WHQL drivers for Windows XP and Windows 2003 Server operating systems	Mandatory
Ethernet 10Base-T/ Duplex connections	Mandatory
Fast Interface	Mandatory
Ethernet NIC card	Mandatory
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory
DHCP IP Assignment	Mandatory
Auto-connect	Mandatory
Print Quality	
600 by 600 dpi Minimum Print Quality Black	Mandatory
600 by 600 dpi Minimum Copy Quality Black	Mandatory
Laser Resolution Enhancement	Mandatory
Laser Reduction/Enlarge Range 25-400%	Mandatory
Digital Output	
Select file format at device	Mandatory
.pdf Format	Mandatory
.jpg format	Mandatory
.tiff format	Mandatory
Output to email	Mandatory
Output to FTP	Mandatory
Output to Share Folders	Mandatory
Output to network Fax	Mandatory
Output to shared folders	Mandatory
Memory and Storage	
Minimum Memory Expandable to	512MB
Equipment Requirements	
Energy Star compliant	Mandatory
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory
Devices shall not emit dust in excess of 0.15 mg/m3	Mandatory
Devices shall not emit styrene in excess of 0.1 mg/m3	Mandatory
Printer Management Features	
Remote Management via Web Interface	Mandatory

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
Manufacturer Name	Lexmark		Lexmark		Lexmark		Lexmark	
Model Number (Lowest Number)	MX310dn		MX710DE		X651DNL		CX710DE	
Cost per Unit Purchased	$ 229.00		$ 1,227.15		$ 297.15		$ 1,753.15	
Historical Annual Volume	25		81		73		25	
Total Cost	5,725		99,338		21,691		43,828	
Volume, Capability, and Speed (Minimum Requirements)								
Pages Printed per Month minimum (including copies) if Applicable	1,000-3,000	750-10,000	3,000-12,000	27,500	1,000-3,000	50-5,000	3,000-12,000	200-20,000
Laser printing	Mandatory				Mandatory		Mandatory	
Automatically use most cost effective method for black-and-white printing	Mandatory				Mandatory		Mandatory	
Color Copying	Mandatory				Mandatory		Mandatory	
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM	40 PPM	25 PPM	63 PPM	19 PPM	25 PPM	25 PPM	50 PPM
Minimum Color Print Speed Page Per Minute (PPM)					19 PPM	25 PPM	25 PPM	
Minimum Copy Speed Page Per Minute (PPM)	19 PPM	40 PPM	25 PPM	63 PPM	19 PPM	25 PPM	25 PPM	50 PPM
Media Size, Types, and Trays (Minimum Requirements)								
Minimum Number Trays or Drawers: Standard	1	1	2	2	1	1	2	1
Minimum Paper Capacity	100 sheets	550 Sheets	500 sheets	550 Sheets	100 sheets	550 Sheets	100 sheets	550 Sheets
Print Quality (Minimum Requirements)								
600 by 600 dpi Minimum Print Quality Color					Mandatory		Mandatory	
600 by 600 dpi Minimum Copy Quality Color					Mandatory		Mandatory	

Lot 3 - Accessibility Needs

Instructions for Respondents: Please describe the accessibility options you have available that are applicable to Lot 3. Please provide sub-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Services / Products	Description	Cost
	Lexmark Accessibility Solutions - http://www.lexmark.com/en_us/solutions/accessibility-solutions.html	
	ePrint Corporate offers in our online catalog access during schedule as part of its Standard offering.	

REVISED: May 5, 2016

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

Project: 6100039046 - Information Technology Hardware Lot 3
Proposer Firm: ePlus Technology, inc.

PROPOSER INFORMATION:

Is your firm a DGS-Verified Small Diverse Business? ☐ Yes X 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 X 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:

_____5_____% (Figure) **_____Five_____ Percent** (Written)

Small Business Subcontracting percentage commitment:

____5_____% (Figure) **_____Five_____ Percent** (Written)

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated $ value of Commitment	Will SDB/SB be used for options/ renewals? (yes/no)
KEYSER CONSULTING GROUP LLC	SB	Andy Keyser andy@k-c-g.net	A/V and Teleconferencing product and services.	5%	$800,000.00	Y
Pierson Computing Connection Inc	SDB	Deb Pierson Dpierson@pierson.IT	Various Computer peripheral Product and services	5%	$800,000.00	Y

2-6-2017
ePlus Techology, inc
130 Futura Dr.
Pottstown, PA 19464

Dear Deb Pierson,

This letter serves as confirmation of the intent of ePlus to utilize Pierson Computing Connection in. on RFP 6100039046 - Information Technology Hardware Lot 3 issued by OA IT Procurement.

If ePlus is the successful vendor, Pierson Computing Connection Inc.shall provide Computer peripheral goods or services the SDB/SB will perform, for three years from date of inception of the contract with the possibility of two 1 year renewals.

These services represent 5% of the actual contract spend for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that Pierson will receive an estimated $ 800,000 per year during the initial contract term.

Pierson represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to ePlus for its SDB/SB submission.

We look forward to the opportunity to serve the OA IT Procurement and all using agencies 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

[redacted]

Nick D'Archangelo
VP SLED Business Dev, Executive
ePlus Techonolgy, inc
610-495-1293

Deb Pierson
President/ Owner
Pierson Computing Connection Inc.
717-796-0493

2-6-2017
ePlus Techology, inc
130 Futura Dr.
Pottstown, PA 19464

Dear Andy Keyser,

This letter serves as confirmation of the intent of ePlus to utilize KEYSER CONSULTING GROUP LLC on RFP 6100039046 - Information Technology Hardware Lot 3 issued by OA IT Procurement.

If ePlus is the successful vendor, KEYSER CONSULTING GROUP LLC.shall provide audio/video and Teleconferencing goods or services the SDB/SB will perform, for three years from date of inception of the contract with the possibility of two 1 year renewals.

These services represent 5% of the actual contract spend for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that Pierson will receive an estimated $ 800,000.00 per year during the initial contract term.

KCG represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to ePlus for its SDB/SB submission.

We look forward to the opportunity to serve the OA IT Procurement and all using agencies 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,

Nick D'Archangelo
VP SLED Business Dev, Executive
ePlus Techonolgy, inc
610-495-1293

Andy Keyser
President
KEYSER CONSULTING GROUP LLC
717-549-3600

pennsylvania
OFFICE OF ADMINISTRATION

ADMINISTRATIVE CLARIFICATION

February 22, 2017

Carl Skiba
ePlus Technology, Inc.
13595 Dulles Technology Drive
Herndon, VA 20171
cskiba@eplus.com

RE: Office of Administration **RFP** # 6100039046
Dear Mr. Skiba:

The Office of Administration is performing its preliminary evaluation of proposals received in response to the Office of Administration's request for proposal (RFP) issued on December 14, 2016. So that the Office of Administration may complete the preliminary evaluation, we have determined a need for administrative clarification of your proposal. This will ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. Below is a list of items to be addressed.

- Part I, Section I-12, Proposals, requires that the "proposal must remain valid until a contract is fully executed." See RFP, Part I, Section I-12.C, page 8. Please confirm that your proposal is valid for a duration in accordance with the requirements of the RFP.

- Please agree to the retraction the "ePlus as a Reseller" paragraph. (Located on page 2 of the Technical Submittal)

- Part IV, Section IV-3.C(2) requires a price be provided for each Optional Service. For Lot 6, Line 87, please submit a revised Appendix C, Cost Submittal Response Template, with fixed pricing based on the units of measure set forth in Column C. Please do not amend any other costs within Appendix C.

- Please fill out the attached State of Manufacture form for Lot 6.

Please provide a complete response to this issue no later than **Friday February 24, 2017, 1 pm ET** electronic e-mail to rjaime@pa.gov followed by the appropriate number of hard copies to:

Raymond Jaime, Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement, 506 Finance
Harrisburg, PA 17110-0400

Thank you for your assistance.

[redacted]

Raymond Jaime
Issuing Officer

From:	Carl Skiba
To:	Jaime, Raymond
Cc:	Nick DArchangelo
Subject:	RE: Information Technology Hardware RFP- Proposal Clarification ePlus
Date:	Friday, February 24, 2017 11:43:00 AM
Attachments:	ePlus Appendix C. Cost Submittal Response Template rev. (2.9.17) Latest.xlsx ePlus - NetApp State of Manufacture Chart.doc

Ray,
ePlus' response below. Please confirm back please.

- Part I, Section I-12, Proposals, requires that the "proposal must remain valid until a contract is fully executed." See RFP, Part I, Section I-12.C, page 8. Please confirm that your proposal is valid for a duration in accordance with the requirements of the RFP. ePlus confirms that it's proposal is valid for the for the duration required in the RFP.

- Please agree to the retraction the "ePlus as a Reseller" paragraph. (Located on page 2 of the Technical Submittal) ePlus agrees to this retraction.

- Part IV, Section IV-3.C(2) requires a price be provided for each Optional Service. For Lot 6, Line 87, please submit a revised Appendix C, Cost Submittal Response Template, with fixed pricing based on the units of measure set forth in Column C. Please do not amend any other costs within Appendix C. ePlus has amended only line 87 of its Bid response to Lot 6. See attached revised Appendix C

- Please fill out the attached State of Manufacture form for Lot 6. See Attached

Carl J Skiba Jr
ePlus Technology, Inc.
717-730-1606 (O)
814-883-3485 (M)

From: Jaime, Raymond [mailto:rjaime@pa.gov]
Sent: Wednesday, February 22, 2017 3:24 PM
To: Carl Skiba
Subject: RE: Information Technology Hardware RFP- Proposal Clarification ePlus

Did you see page two and the reseller verbiage? Remove please

---

From: Carl Skiba [mailto:cskiba@EPLUS.com]
Sent: Wednesday, February 22, 2017 3:21 PM
To: Jaime, Raymond <rjaime@pa.gov>
Cc: Nick DArchangelo <ndarchangelo@EPLUS.com>
Subject: FW: Information Technology Hardware RFP- Proposal Clarification ePlus

Ray,
Can you be more specific here? I don't understand what needs to be retracted.

- Please agree to the retraction the “ePlus as a Reseller” paragraph. (Located on page 2 of the Technical Submittal)

Carl J Skiba Jr
ePlus Technology, Inc.
717-730-1606 (O)
814-883-3485 (M)

From: Jaime, Raymond [mailto:rjaime@pa.gov]
Sent: Wednesday, February 22, 2017 3:02 PM
To: Carl Skiba
Subject: RE: Information Technology Hardware RFP- Proposal Clarification ePlus

Here you go.

From: Jaime, Raymond
Sent: Wednesday, February 22, 2017 2:53 PM
To: 'Carl J. Skiba Jr. (cskiba@eplus.com)' <cskiba@eplus.com>
Subject: RE: Information Technology Hardware RFP- Proposal Clarification ePlus

Carl , I will resubmit the letter I need to sign it . Thanks

From: Jaime, Raymond
Sent: Wednesday, February 22, 2017 2:25 PM
To: 'Carl J. Skiba Jr. (cskiba@eplus.com)' <cskiba@eplus.com>
Subject: Information Technology Hardware RFP- Proposal Clarification ePlus
Importance: High

Mr. Skiba,

Please reference the attached Letter and State of Manufacture Chart. Please respond accordingly. Thank you

Raymond A. Jaime | Commodity Specialist
Governor’s Office of Administration
Office for Information Technology
Bureau of Procurement |613 North St.
506 Finance Building |Harrisburg, PA 17120
Phone: 717.346.3827 | E-mail: rjaime@pa.gov
www.oa.pa.gov

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.

ITEM NUMBER	NAME OF MANUFACTURER	STATE (OR FOREIGN COUNTRY) OF MANUFACTURE
Best Value Storage	NetApp	US - CA
Non-Best Value Storage	NetApp	US - CA
Best Value Object Storag	NetApp	Mexico
Non- Best Value Object	NetApp	Mexico
Best Value Block	NetApp	Mexico
Non-Best Value Block	NetApp	Mexico

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:

ePlus Technology, inc

4660 Trindle Road, Suite 101

Camp Hill, PA 17011

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		$ 4,026,780
4 - Apple Devices		$ -
5 - Server Hardware		$ -
6 - Storage Hardware		$ 12,644,988

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 1: Desktop PCs, 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 cost totals are being calculated based on this assumption.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Standard Desktop	1,432	$ -	$ -	$ -
Mid-Range Desktop	850	$ -	$ -	$ -
High-End Desktop	1,534	$ -	$ -	$ -
Standard Laptop	115	$ -	$ -	$ -
High-End Laptop	1,204	$ -	$ -	$ -
Ultra Portable Laptop	78	$ -	$ -	$ -
Ultra-Portable Convertible Laptop / Tablet	68	$ -	$ -	$ -
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.

Standard Desktop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	1,432		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	**Standard Desktop Minimum Requirements**		
Processor (CPU) Type	Intel® Core™ i5-6600 (3.9 GHz) 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 Interface		
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 Writer 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		
EPEAT	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	$ -

Mid-Range Desktop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	850.00		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	**Mid-Range Desktop Minimum Requirements**		
Processor (CPU) Type	Intel® Core™ i7-6700 (4.0 Ghz) 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 Writer 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		
EPEAT	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	$ -

High-End Desktop

Input Requested	Proposal	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			
Component	**High End Desktop Minimum Requirement**		
Processor (CPU) Type	Intel® Core™ i7-6800K (3.4Ghz) 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 K420, 2GB equivalent or better		
Sound	Analog stereo output		
Speakers	Integrated headphone and stereo speaker jacks		
Optical Drive 1	SEX DVD+/-RW 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		
DP or HDMI	1		
Slots	2 PCI Slots available (PCI and/or PCIe)		
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer		
EPEAT	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 PCs, 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.

Standard Laptop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	115		
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 (3.1 GHz) or equal		
Operating System	Windows 10 64 Bit 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	1366x768		
Sound	Analog Stereo Output		
Speakers	Integrated Stereo (Built-in stereo speakers)		
Optical Drive	None		
Mouse	Optical USB w/ Scroll		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated		
Network Interface	10/100/1000 Base-T Ethernet; Wireless: 802.11n with 11a/g/b compatibility		
Bluetooth	Bluetooth 3.0, Integrated		
Ports	3 or more USB 2.0 or higher		
Slots	1 - SD/MMC Card Slot, 1 - Locking Cable Slot		
Smart Card Reader	FIPS-201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
EPEAT	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	$ -

High - End Laptop

Component	High-End Laptop Minimum Requirements	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 (3.5 GHz) CPU or equal		
Operating System	Windows 10 64 Bit 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		
Sound	Analog Stereo Output		
Speakers	Integrated Stereo (Built-in stereo speakers)		
Optical Drive	8x DVD+/-RW		
Mouse	Optical USB w/ Scroll		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated		
Network Interface	10/100/1000 Base-T Ethernet; Wireless: 802.11n with 11a/g/b compatibility		
Bluetooth	Bluetooth 3.0, Integrated		
Ports	3 or more USB 2.0 or higher		
Slots	1 - SD/MMC Card Slot, 1 - Locking Cable Slot		
Smart Card Reader	FIPS-201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
EPEAT	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.

Ultra-portable Laptop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	78		
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	Windows 10 64 Bit Pro		
(RAM)	8 GB		
Hard Drive	256 GB SSD		
Minimum Display Size	13"		
Speakers	Internal		
Touchpad	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/g/b compatibility		
Bluetooth	Version 4		
Minimum USB Ports	2, with 1 USB 3.0		
DP or HDMI	Yes		
EPEAT	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	$ -

Ultra-Portable Convertible Laptop / Tablet

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	68		
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	Windows 10 64 Bit Pro		
(RAM)	8 GB		
Hard Drive	256 GB SSD		
Minimum Display Size	11.6"		
Speakers	Internal		
Touchpad	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/g/b compatibility		
Bluetooth	Version 4		
Minimum USB Ports	2, with 1 USB 3.0		
DP or HDMI	Yes		
EPEAT	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 PCs, 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					
Services	**Unit of Measure**	**Historical Annual Volume**	**Notes, If Any**	**Cost per Unit (Purchase)**	**Total Service Cost**
Installation	Per Machine	501			$ -
Onsite Asset Tagging	Per Machine	931			$ -
Offsite Asset Tagging	Per Machine	3,723			$ -
Onsite Image Deployment	Per Machine	551			$ -
Offsite Image Deployment	Per Machine	2,204			$ -
Bundle - Install, Image Deployment, Tag	Per Machine	1,637			$ -
Data Transfer	Per 10 GB	554			$ -
Preparation for Shipment	Per Machine	2,004			$ -
Hard Drive Removal	Per Machine	500			$ -
On-Premise Disk Wipe	Per Machine	1,447			$ -
Off-Premise Disk Wipe	Per Machine	322			$ -
Relocation within 25 Miles	Per Machine	627			$ -
Relocation Outside 25 Miles	Per Machine	47			$ -
Device Return to DGS Surplus Warehouse (3221 Forster Street, Harrisburg, PA 17125)	Per Machine	500			$ -
Total		**15,548**			**$ -**
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				
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				
Post-Warranty Service	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				
128 SSD Upgrade	Per Machine				
256 SSD Upgrade	Per Machine				
512 SSD Upgrade	Per Machine				
1 TB SSD Uaerade	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 Uaerade - Additional 8 GB	Per Unit				
RAM Upgrade - Additional 16 GB	Per Unit				
BIOS Streaming	Per Machine				
Touchscreen	Per Unit				
USB Number Pad	Per Unit				
Hourly Rate Per Trainine	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 Needs		
Accessibility Services / Options	**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	802.11b/g/n 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

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)			
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	16X DVD R/W		
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	802.11b/g/n integrated wireless		
Warranty	4 years; Keep Your Hard Drive		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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)			
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	802.11b/g/n 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

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)			
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	2		
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

Services	Unit of Measure	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 DGS 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				
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				
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				
Hourly Rate Per Training	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 Needs		
Accessibility Services / Options	**Description**	**Cost**

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

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
General IT Peripherals	$ 3,856,585.35
Segment 1 MFD	$ 5,813.20
Segment 2 MFD	$ 94,186.00
Segment 3 MFD	$ 22,266.00
Segment 4 MFD	$ 43,807.50
Grand Total	**$ 4,026,779.85**

Offeror Name: ePlus Technology, inc

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 (NOT LISTED)	5.25%
Markup for Manufacturers Listed Below	5.25%

#	Top Manufacturer	Historical Annual Spend ($)	Markup %
1	CHECKPOINT	$ 2,828,369	5.25%
2	HP INC	$ 1,683,665	5.25%
3	POLYCOM	$ 847,018	5.25%
4	DELL	$ 752,783	5.25%
5	CERTIFIED POWER	$ 726,173	5.25%
6	IBML	$ 705,665	5.25%
7	FUJITSU	$ 651,427	5.25%
8	HAVIS	$ 425,138	5.25%
9	SOURCE TECHNOLOGIES	$ 385,430	5.25%
10	APC	$ 413,903	5.25%
11	NIKON	$ 227,007	5.25%
12	MULTITECH SYSTEMS	$ 225,575	5.25%
13	F5 NETWORKS	$ 206,407	5.25%
14	MICROSOFT	$ 192,639	5.25%

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

Market Basket

Instructions: Please provide the unit cost for each item below. The Commonwealth's unit price, inclusive of the markup provided above, will be calculated automatically. Additionally, please indicate if any item has been discontinued - only items proposed on by all Offerors will be evaluated. The volume provided is the historical annual volume and will be used for evaluation purposes. Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined.

#	Manufacturer	Manufacturer Part #	Part Description	Alternative Manufacturer Part # (if applicable)	Alternative Part Description (if applicable)	Historical Annual Volume	Per Unit Cost	Commonwealth Price (automatically calculated)	Total Cost
1	CHECKPOINT	CPAC-TR-1SX-SSM160-SFP	SFP transceiver for 1G fiber port—short range (1000Base-SX) for CPAC-SSM160			16	$ 175.00	$ 184.19	$ 4,788.88
2	CHECKPOINT	CPAC-TR-10SR-SSM160-SFP+	CPAC TR 10SR CheckPoint 10Gbps 10GBase-SR SFP+ Transceiver			24	$ 350.00	$ 368.38	$ 8,841.00
3	CHECKPOINT	CPAC-TR-1SXSSM160SFP	SFP (mini-GBIC) Module - For Data Networking, Optical Network - 1 x 1000Base-SR1 Gbit/s			18	$ 175.00	$ 184.19	$ 3,315.38
4	CHECKPOINT	CPACHDD2TBSM22536503	Check Point 2TB Internal Hard Drive			12	$ 910.00	$ 957.78	$ 11,493.30
5	CHECKPOINT	CPAC-TR-10SR-B	Check Point SFP Transiever for 10GB fiber short Range (10G Base SR)			5	$ 280.00	$ 294.70	$ 1,473.50
6	HP INC	CZ208A	HP COMMON USB PROXIMITY READER			678	$ 136.73	$ 143.91	$ 97,569.84
7	HP INC	L2753A#BGJ	Scanjet 5000 s3 Sheetfed Scanner - 600 dpi Optical 48-bit Color - Duplex Scanning - USB	L2755A#BGJ	HP ScanJet Enterprise Flow 5000 s4 Sheet-feed Scanner	92	$ 602.33	$ 633.85	$ 58,323.61
8	HP INC	L2730B#BGJ	HP ScanJet Ei Flow 7000 s2 Sheld scanner	L2757A#BGJ	HP ScanJet Enterprise Flow 7000 s3 sheet-feed scanner	48	$ 825.66	$ 869.03	$ 41,712.34
9	HP INC	F3W43AA	HP DP TO HDMI 1.4 ADAPTER			42	$ 14.39	$ 15.01	$ 630.36
10	HP INC	T3V74AA	HP ELITE USB-C DOCKING STATION			13	$ 161.19	$ 169.65	$ 2,205.48
11	POLYCOM	7200-64270-001	RealPresence Group 700-720p with EagleEye IV 12x Camera - video con			13	$ 7,353.77	$ 7,739.84	$ 100,617.86
12	POLYCOM	7200-23130-001	HDX 7000 Video Conferencing Kit			15	$ 1,028.97	$ 1,082.99	$ 16,244.86
13	POLYCOM	VRMAZ720A0R	RMX 2000 Multimedia Conferencing Platform			1	$ 25,750.00	$ 27,101.88	$ 27,101.88
14	POLYCOM	7200-63530-001	RealPresence 300 Video Conference Kit			36	$ 412.00	$ 433.63	$ 15,777.05
15	POLYCOM	7200-29025-001	POLYCOM VIDEO HDX 6000 HD CODEC EGL			11	$ 721.00	$ 758.85	$ 8,347.38
16	DELL	312-1325	DELL 97WHR 9 CELL LIT ION BATTERY			370	$ 107.12	$ 112.74	$ 41,715.21
17	DELL	331-7950	Dell E-Port, 240W Simple Port Replicator, Usb3.0, Dell Mobile Precision, Customer Kit			197	$ 122.39	$ 128.82	$ 25,376.01
18	DELL	59nTV	Dell 4Hr 7X24 + Prosupport Mission Critical - Poweredge T300			1	$ 2,835.41	$ 2,984.27	$ 2,984.27
19	DELL	312-1304	DELL 79WHR 9 CELL LIT ION BATTERY			52	$ 107.99	$ 113.66	$ 5,910.29
20	DELL	E2316H	DELL E2316H 23" 16:9 1080 LED SMS			47	$ 122.39	$ 128.82	$ 6,054.33
21	CERTIFIED POWER	ANPB-1HRA	3-INCH PENTA-BAND ANTENNA			759	$ 1,049.65	$ 1,104.76	$ 838,510.28
22	CERTIFIED POWER	SG0704007B-001-A	Freedom ATS, Non-Wi-Fi, GPS Receiver			759	$ 25.00	$ 26.31	$ 19,971.19
23	CERTIFIED POWER	SG0705093E	HARNESS DB9 MALE TO FEMALE EXTENSION 20FT THUMB SCREWS			759	$ 30.00	$ 31.76	$ 24,125.19
24	IBML	EOE-40503	TransCentra Company ImageTrac 6400 - Straight Path 3 Pockets			3	$ 138,150.00	$ 145,402.88	$ 436,208.63
25	FUJITSU	PA03670-B505	Fujitsu Fi-7260 Sheetfed/Flatbed Scanner - 600 dpi Optical			803	$ 1,651.98	$ 1,843.98	$ 558,719.56
26	FUJITSU	PA03670-B005	Fujitsu Fi-718D Sheetfed Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale - USB			68	$ 1,399.46	$ 1,472.93	$ 100,159.35
27	FUJITSU	PA03540-0001	Fujitsu Scanner Brake Roller			13	$ 23.47	$ 24.70	$ 321.13
28	FUJITSU	PA03656-B005	Fujitsu ScanSnap iX500 Sheetfed Scanner - USB			7	$ 358.15	$ 376.95	$ 2,638.67
29	FUJITSU	FPCBP404AP	Fujitsu High Capacity Main Lithium Ion Battery - Lithium Ion (Li-ion)			1	$ 117.42	$ 123.58	$ 617.92
30	HAVIS	DS-DELL-602-2	Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna & Power Supply			839	$ 577.32	$ 607.65	$ 509,800.98
31	HAVIS	C-DMM-123	HAVIS DASH MON MOUNT F/FORD POLICE			4	$ 247.42	$ 260.41	$ 1,041.64
32	SOURCE TECHNOLOGIES	ST-2040650H	MICR Toner Cartridge for ST9730, Yield: 17k			156	$ 302.40	$ 318.28	$ 49,651.06
33	SOURCE TECHNOLOGIES	Y101-0000010	Laser Printer, capacity: 650 sheets, 1200 x 1200 dpi, up to 55 ppm			156	$ 1,481.50	$ 1,559.28	$ 243,247.49
34	SOURCE TECHNOLOGIES	B101-0000000	SOURCE TECH SECURE MICR ST9715			91	$ 454.30	$ 478.15	$ 43,511.72
35	APC	SMX1500RMI2U	APC SMART UPS X 1500VA			73	$ 610.31	$ 642.35	$ 46,891.64
36	APC	AP9630	APC UPS NETWORK MANAGEMENT CARD 2			108	$ 214.61	$ 225.88	$ 25,440.48
37	APC	SMT2200RMI2U	APC SMRTUPS 2200VA RM 2U LCD 120V			24	$ 844.33	$ 888.66	$ 21,327.78
38	APC	SMT3000RMI2U	APC SMARTUPS 3000VA RM2U LCD 120V			12	$ 1,099.28	$ 1,062.27	$ 12,747.21
39	APC	SMT3000RMI2U	APC Smart-ups SMT3000RM2U 3000			1	$ 1,009.28	$ 1,062.27	$ 1,062.27
40	NIKON	1549	Nikon D750 24.3 Megapixel Digital SLR Camera with Lens - 24 mm - 120 mm			17	$ 2,396.75	$ 2,522.38	$ 142,787.02
41	NIKON	4815-NIK	Nikon SB-5000 AF Speedlight			57	$ 596.95	$ 628.29	$ 35,812.52
42	NIKON	2177	Nikon 60mm f/2.8G ED AF-S Micro-Nikkor Lens - 1x - 60mm - f/2.8			57	$ 596.95	$ 628.29	$ 35,812.52
43	NIKON	26491	Nikon COOLPIX AW130 Waterproof Digital Camera (Black)			17	$ 346.95	$ 365.18	$ 6,207.80
44	NIKON	NIDB10341200	Nikon D810 DSLR Camera with 24-120mm Lens Deluxe Kit			1	$ 3,450.74	$ 3,631.90	$ 3,631.90
45	MULTITECH SYSTEMS	CAB-S-D	Serial extension cable - 6 ft - PC			759	$ 4.37	$ 4.60	$ 3,490.96
46	MULTITECH SYSTEMS	FPC-S32-DC	Fused DC Power Cable Power cable - PC			759	$ 5.04	$ 5.30	$ 4,026.19
47	MULTITECH SYSTEMS	MTC-C2-B06-N3	MultiConnect Cell 100 Series MTC-C2-B06-N3 1xRTT Modem (RS-232) w/o Accessories			759	$ 121.63	$ 128.00	$ 97,163.82
48	FS NETWORKS	FS-BIG-LTM-40005	FS BIG IP Local Traffic Manager 40Gb - Load balancing device			5	$ 18,296.95	$ 19,257.54	$ 96,287.70
49	FS NETWORKS	FS-UPG-SFP+-8	Proline FS FS UPG SFP+ 8 Compatible 10GBASE-SR MMF LC 850NM 300M SFP+			8	$ 976.00	$ 1,027.24	$ 4,108.96
50	FS NETWORKS	FSUPGAC400W4000	Networking: BigIP Single AC Power Supply for 4200V 4000S 400W Field Upgrade			1	$ 915.00	$ 963.04	$ 2,889.11
51	MICROSOFT	SWH-00002	MSH FB LIFECAM STUDIO WEBCAM USB			48	$ 62.68	$ 65.97	$ 3,166.59
52	MICROSOFT	P3X-00002	MS SURFACE ARC TOUCH MOUSE F/SURFACE			12	$ 54.11	$ 56.95	$ 1,822.42
53	MICROSOFT	3QM-00001	MS SURFACE PRO 3 DOCK STATION			8	$ 147.14	$ 154.86	$ 1,238.92
54	MICROSOFT	T4H-00002	MSH FB LIFECAM HD- 3000 WEBCAM USB			42	$ 24.35	$ 25.63	$ 1,076.39
55	MICROSOFT	M8Z-00001	MS SURFACE 3 DOCKING STATION			7	$ 25.00	$ 26.37	$ 184.56
Total For Evaluation									$ 3,856,585.15

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 multifuctional devices (MFDs) are included as a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out in are those in orange. The requirements listed below are minimum requirements for all MFD models. Please take this information into account when providing model types further below.

MFD Minimum Requirements	
Volume, Capability, and Speed	
Laser or equivalent technology	Mandatory
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory
Black and White Printing	Mandatory
Black and White Copying	Mandatory
Black and White Scanning	Mandatory
Color Scanning	Mandatory
Black and White Faxing	Mandatory
Fax option provides programmable distribution lists	Mandatory
Time between Standby Mode to first page being being faxed must be 40 seconds or less	Mandatory
50 Sheets Automatic Document Feeder Capacity	Mandatory
Automatic Duplex Printing	Mandatory
Automatic Duplex Copying	Mandatory
Job queuing	Mandatory
Functional concurrency	Mandatory
Media Sizes, Types, and Trays	
Standard 8.5 x 11 inch Media	Mandatory
Standard 8.5 x 14 inch Media	Mandatory
LaserJet paper	Mandatory
Multipurpose paper	Mandatory
Maximum of 50% recycled material in paper without adversely affecting functionality or uptime	Mandatory
Standard envelope media	Mandatory
Minimum Paper Input Capacity	500 sheets
Memory and Storage	
Minimum Standard Memory	64MB
110 Pages Fax Memory	Mandatory
Compatibility and Connectivity	
Common user interface within each lot	Mandatory
LDAP Authentication	Mandatory
Windows XP client operating system	Mandatory
Windows 7 client operating system	Mandatory
Windows 8 client operating system upgradeability if not currently available	Mandatory
Windows 10 client operating system	Mandatory
Windows 2003 R2 server operating system	Mandatory
Windows 2008 R2 server operating system	Mandatory
Print Drivers compatible with SAP	Mandatory
32 bit and 64 bit drivers	Mandatory
WHQL drivers for Windows XP and Windows 2003 Server operating systems	Mandatory
Ethernet 100mbs Full Duplex connections	Mandatory
RJ45 Interface	Mandatory
Internal NIC card	Mandatory
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory
Static IP Assignment	Mandatory
IPv6 Compatible	Mandatory
Print Quality	
600 by 600 dpi Minimum Print Quality Black	Mandatory
600 by 600 dpi Minimum Copy Quality Black	Mandatory
600 dpi Minimum Scan Resolution	Mandatory
Copier Reduction/Enlarge Range 25-400%	Mandatory
Digital Output	
Select file format at device	Mandatory
.pdf Format	Mandatory
.tiff format	Mandatory
TIFF format	Mandatory
Output to email	Mandatory
Output to FTP	Mandatory
Output to USB memory	Mandatory
Output to network file	Mandatory
Output to shared folders	Mandatory
Memory and Storage	
Minimum Memory Expandable to	512MB
Equipment Requirements	
Energy Star compliant	Mandatory
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory
Devices shall not emit dust in excess of 0.25 mg/m3	Mandatory
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory
Printer Management Features	
Remote Management via Web Interface	Mandatory

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 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
Manufacturer Name	Lexmark		Lexmark		Lexmark		Lexmark	
Manufacturer Model Number	MX410DE		MX710DE		CX310DN		CX725DN	
Cost per Unit (Purchase)	$ 290.68		$ 1,227.35		$ 297.18		$ 1,755.90	
Historical Annual Volume	20		80		75		25	
TotalCost	5,813		98,188		22,296		43,898	
Volume, Capability, and Speed (Minimum Requirements)								
Pages Printed per Month minimum (including copied if applicable)	1,000-3,000	750-10,000	3,000-12,000	27,500	1,000-3,000	50-5,000	3,000-12,000	200-20,000
Color printing					Mandatory		Mandatory	
Automatically use most cost effective method for black-and-white or color					Mandatory		Mandatory	
Color Coverage					Mandatory		Mandatory	
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM	40 PPM	25 PPM	63 PPM		25 PPM		50 PPM
Minimum Color Print Speed Page Per Minute (PPM)					19 PPM		25 PPM	
Minimum Copy Speed Page Per Minute (PPM)	19 PPM	40 PPM	25 PPM	63 PPM	19 PPM	25 PPM	25 PPM	50 PPM
Media Sizes, Types, and Trays (Minimum Requirements)								
Minimum Paper Trays or Drawers Standard	1	1	2	2	1	1	2	2
Minimum Output Capacity	100 sheets	550 Sheets	500 sheets	550 Sheets	100 sheets	550 Sheets	100 sheets	550 Sheets
Print Quality (Minimum Requirements)								
1800 by 600 dpi Minimum Print Quality Color					Mandatory		Mandatory	
600 by 600 dpi Minimum Copy Quality Color					Mandatory		Mandatory	

Lot 3 - Accessibility Needs

Instructions for Respondents: Please describe the accessibility options you have available that are applicable to Lot 3. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Services / Options	Description	Cost
	Lexmark Accessibility Solutions: http://www.lexmark.com/en_us/solutions/accessibility-solutions.html	
	ePlus currently offers in our online catalog accessibility products as part of its Standard offering	

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 4: Apple Devices - Apple Desktops, Laptops, iPads, and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on entries entered further down on this tab. Please be sure to scroll all the way down.
Enter the # of units ordered of each line item you intend on placing an order for, and the value of those units below. Do not enter a "0" for any line items you do not intend to order.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
iMac	2	$ -	$ -	$ -
iMac Mini	0	$ -	$ -	$ -
Mac Pro	0	$ -	$ -	$ -
MacBook	0	$ -	$ -	$ -
MacBook Air	0	$ -	$ -	$ -
MacBook Pro	0	$ -	$ -	$ -
iPad	0	$ -	$ -	$ -
iPad Pro	198	$ -	$ -	$ -
iPad Mini 6	85	$ -	$ -	$ -
iPad Mini 7	2	$ -	$ -	$ -
Particular - Total	sum	$ -	$ -	$ -
Devices - Total				$ -
Product & Services - Grand Total				$ -

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column. Please note that monitors are not included in the base configuration.

Lot 4 - Apple Desktops

iMac

Device Description	Required	Confirmation that your spec meets this minimum (Mark "X" if meeting or exceeding)	Actual Spec Proposed - If Higher
Historical Annual Volume	2		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Model Number			
Component	iMac Minimum Requirements		
Processor CPU Type	Intel® Core™ i5 (8-9 class CPU or equal)		
Operating System	OS X (El Capitan)		
RAM	8GB of 1867MHz LPDDR3 onboard memory		
Hard Drive	1TB SSD hard hardrive		
Display	21.5-inch Widescreen LED backlit display		
Display Graphics Technology	Intel Iris Pro Graphics 5200		
Sound	Audio stereo output		
Speakers	Integrated headphone and stereo speaker		
Optical Drive 1	Not included		
Mouse	Magic Mouse 2 Wireless		
Keyboard	Magic Keyboard Wireless		
Smart Card Reader	Not included		
Network Interface	10/100/1000BASE-T Gigabit Ethernet (RJ-45 port)		
USB Ports	4		
FW Ports	0		
VGA Ports	0		
Display Port	0		
Video	HDMI 2 out port		
Platform Integrity	Not included		
BIOS	Dell		
Power Mgt	Mini Mouse Present Powers Mini		
Security Software	Not included		
Warranty	1 Year Limited Warranty		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Mac Mini

Device Description	Required	Confirmation that your spec meets this minimum (Mark "X" if meeting or exceeding)	Actual Spec Proposed - If Higher
Historical Annual Volume	0		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Model Number			
Component	Mac Mini Minimum Requirements		
Processor CPU Type	Processor CPU Type		
Operating System	OS X (El Capitan)		
RAM	4GB of 1866MHz LPDDR3 memory		
Hard Drive	1TB 5400-rpm hard drive		
Display	Not Included		
Display Graphics Technology	Intel Iris Graphics		
Sound	Audio stereo output		
Speakers	Integrated headphone and stereo speaker		
Optical Drive 1	Not Included		
Mouse	Not Included		
Keyboard	Not Included		
Smart Card Reader	Not Included		
Network Interface	10/100/1000BASE-T Gigabit Ethernet (RJ-45 port)		
USB Ports	4		
FW Ports	0		
VGA Ports	0		
Display Port	1		
Video	HDMI 2 out port		
Platform Integrity	Not included		
BIOS	Dell		
Power Mgt	Mini Mouse Present Powers Mini		
Security Software	Not included		
Warranty	1 Year Limited Warranty		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Mac Pro

Device Description	Required	Confirmation that your spec meets this minimum (Mark "X" if meeting or exceeding)	Actual Spec Proposed - If Higher
Historical Annual Volume	0		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Model Number			
Component	Mac Pro Minimum Requirements		
Processor CPU Type	6-Video Pro and Core Intel Xeon E5 or equal		
Operating System	OS X (El Capitan)		
RAM	16GB (four 4GB) of 1866MHz DDR3 ECC memory		
Hard Drive	256GB PCIe-based flash storage		
Display	Not Included		
Display Graphics Technology	Dual AMD FirePro D300 graphics processors with 2GB of GDDR5 VRAM each		
Sound	Analog stereo output		
Speakers	Internal Dual Midrange, Dual Tweeter, Sub Woofer		
Optical Drive 1	Not included		
Mouse	Not included		
Keyboard	Not included		
Smart Card Reader	Not included		
Network Interface	Dual GIGABIT Ethernet ports		
USB Ports	4		
FW Ports	0		
VGA Ports	0		
Display Port	0		
Video	0		
Platform Integrity	Not included		
BIOS	Dell		
Power Mgt	Mini Mouse Present Powers Mini		
Security Software	Not included		
Warranty	1 Year Limited Warranty		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 4: Apple Devices - Apple Desktops, Laptops, iPads, and Associated Services, Options, & Upgrades

Lot 4 - Apple Laptops

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

MacBook

Component	MacBook Minimum Requirements	Confirmation that your spec meets the minimum requirement ("X")	Actual Spec Proposed. If Higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	MacBook Minimum Requirements		
Processor CPU Type	5.1GHz Thunderbolt 4 with an octa-core		
Operating System	OS X El Capitan		
RAM	8GB of 1866MHz LPDDR3 onboard memory		
Hard Drive	256GB PCIe-based onboard flash storage		
Display/Graphics Technology	Intel HD Graphics 505 or equal		
Display	13-inch (diagonal) LED-backlit display with IPS technology		
Display Resolution	2560x1600		
Sound	Stereo Speakers Outputs		
Speakers	Integrated Stereo Built in stereo speakers		
Digital Zoom	Yes		
Web Cam	Retina True Tone Camera		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated*		
Network Interface	Wireless		
Ports	Bluetooth 5.0 Compliant		
Slots	1 USB-C Port		
Smart Card Reader	None		
Hardware Security	TPM Version 2.0		
Docking Slot	Must Allow Connection		
Section 508 Compliant	Yes		
Warranty	1 Year Limited Warranty		
Warranty	Less than 5 pounds		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

MacBook Air

Component	Proposal	Confirmation that your spec meets the minimum requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	MacBook Air Minimum Requirements		
Processor CPU Type	1.8GHz dual-core Intel Core i5 processor w		
Operating System	macOS		
RAM	8GB of 1600MHz LPDDR3 onboard memory		
Hard Drive	256GB PCIe-based flash storage		
Display/Graphics Technology	Intel HD Graphics 6000 or equal		
Display	13.3 inch (diagonal) LED backlit		
Display Resolution	1440 by 900		
Sound	Stereo Speakers Outputs		
Speakers	Integrated Stereo Built in stereo speakers		
Digital Zoom	Yes		
Web Cam	Retina True Tone Camera		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated*		
Network Interface	Wireless		
Bluetooth	Bluetooth 5.0 Compliant		
Ports	Ports support USB-C or an Adapter		
Slots	1 SIM* Slot		
Smart Card Reader	None		
Hardware security	TPM Version 2.0		
Docking Slot	Must Allow Connection		
Section 508 Compliant	Yes		
Warranty	1 Year Limited Warranty		
Warranty	Less than 5 pounds		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

MacBook Pro

Component	Proposal	Confirmation that your spec meets the minimum requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	24		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	MacBook Pro Minimum Requirements		
Processor CPU Type	5.7GHz Thunderbolt 4 with 8-core Int		
Operating System	OS X El Capitan		
RAM	8GB of 1866MHz LPDDR3 onboard memory		
Hard Drive	256GB PCIe-based flash storage		
Display/Graphics Technology	Intel Iris Graphics 6100 or equal		
Display	13.3 inch (diagonal) LED backlit with Retina display		
Display Resolution	Retina, 4096		
Sound	Stereo Speakers Outputs		
Speakers	Integrated Stereo Built in stereo speakers		
Digital Zoom	Yes		
Web Cam	Retina True Tone Camera		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated*		
Network Interface	Wireless		
Bluetooth	Bluetooth 5.0 Compliant		
Ports	Ports support USB-C or an Adapter		
Slots	1 SIM* Slot		
Smart Card Reader	None		
Hardware security	TPM Version 2.0		
Docking Slot	Must Allow Connection		
Section 508 Compliant	Yes		
Warranty	1 Year Limited Warranty		
Warranty	Less than 5 pounds		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

Lot 4 - Apple iPads

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

iPad Pro

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Pro Minimum Requirements		
Processor CPU Type	A 10 GHz dual-core 64-bit ARMv8-A		
Operating System	iOS		
RAM	4 GB LPDDR4X SDRAM		
Hard Drive	256GB Flash Memory		
Sound	Stereo Speakers Outputs		
Display	Multi-touch Retina Display		
Smart Card Reader	None		
Wireless Interface	Wi-Fi Wi-Fi 802.11 a/b/g/n/ac with 2×2 MIMO and Bluetooth 5.0 wireless technology		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

iPad Air 2

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	116		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Air 2 Minimum Requirements		
Processor CPU Type	1.5GHz hexa-64 bit ARMv8-A		
Operating System	iOS		
RAM	2GB LPDDR4 SDRAM		
Hard Drive	128GB Flash Memory		
Sound	Stereo speakers output		
Display	Retina Display Technology		
Smart Card Reader	None		
Wireless Interface Bluetooth Subscriber Identity Module	Wi-Fi Wi-Fi 802.11 a/b/g/n/ac Bluetooth 4.2 wireless technology Micro-SIM		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

iPad Mini 4

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	80		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Mini 4 Minimum Requirements		
Processor CPU Type	1.5GHz dual-core 64-bit ARMv8-A		
Operating System	iOS		
RAM	2 GB		
Hard Drive	128GB Flash Memory		
Sound	Stereo speakers output		
Display	Retina Display Technology		
Smart Card Reader	None		
Wireless Interface Bluetooth Subscriber Identity Module	Wi-Fi Wi-Fi 802.11 a/b/g/n/ac at 2.4 GHz and 5 GHz and bluetooth Micro-SIM		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

iPad Mini 2

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Mini 2 Minimum Requirements		
Processor CPU Type	1.3 GHz dual-core Apple Cyclone		
Operating System	iOS		
RAM	1GB LPDDR3 SDRAM		
Hard Drive	128GB Flash Memory		
Sound	Stereo speakers output		
Display	Retina Display Technology		
Smart Card Reader	No		
Wireless Interface Bluetooth	Wi-Fi WiFi 4 x MIMO (2.4 GHz and 5 GHz), supports MCS		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 4: Apple Devices - Apple Desktops, Laptops, iPads, and Associated Services, Options, & Upgrades

Lot 4 - 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.

Standard Services						
Description	Unit of Measure	Estimated Annual Volume	Notes / Caveats	Cost per Unit (Rounded)	Total Annual Cost
Staging	Per Machine	750			$ -
Data Migration	Per Machine	750			$ -
Offsite Asset Tagging	Per Machine	200			$ -
Onsite Asset Tagging	Per Machine	550			$ -
Onsite In-user Deployment	Per Machine	25			$ -
Offsite In-user Deployment	Per Machine	681			$ -
Bundle - Install, Install Deployment, Tag	Per Machine	681			$ -
Data Transfer	Per 50 GB	200			$ -
Peripheral Reassignment	Per Machine	200			$ -
Hard Drive Removal	Per Machine	50			$ -
Up Premium Disk Wipe	Per Machine	475			$ -
DP Premium Disk Wipe	Per Machine	475			$ -
Relocation within PENNA	Per Machine	40			$ -
Relocation Outside PENNA	Per Machine	10			$ -
Device Retrieval (MIS Surplus Warehouse (2222 Penton Street, Harrisburg, PA 17110))	Per Machine	15			$ -
Total		3,999			$ -
Standard Accessories - Monitors, Peripherals, Other					
27" Apple Thunderbolt Display	Per Monitor				
Airtight Stick	Per Unit				
Apple Magic Mouse	Per Unit				
HDMI M-F Mini Small Form Dongle	Per Unit				
Mini DisplayPort to VGA Adapter	Per Unit				
Mini DisplayPort to Dual-Link DVI Adapter	Per Unit				
Apple Wireless Mic Adapter	Per Unit				
Belkin USB 3.0 4-Port Hub with Gigabit Ethernet Adapter	Per Unit				
Docking Station with dual monitor support	Per Unit				
Docking Station with dual monitor support (2 min number	Per Unit				
Apple USB Superdrive	Per Unit				
Apple Mouse	Per Unit				
Apple Keyboard with Numeric Keypad - US	Per Unit				
Apple Pencil for iPad Pro	Per Unit				
Apple Pencil Connector for iPad Pro	Per Unit				
Apple Dock Connector to VGA Adapter	Per Unit				
Lightning to Gigabit Ethernet Adapter	Per Unit				
Lightning to Digital AV Adapter	Per Unit				
RAM Upgrade - Additional 4 GB	Per Unit				
RAM Upgrade - Additional 8 GB	Per Unit				
Storage Upgrade - Additional 256 GB	Per Unit				
Storage Upgrade - Additional 1 TB	Per Machine				
Apple Care Protection Plan	Per year / unit Minimal				
Apple Care Per Hardware	Per Hour Rate				
Hardware Warranty					

Lot 4 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 4. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs		
Accessibility Solution Offered	Description	Price

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 5: Servers and Associated Services, Options, & Upgrades

[illegible]

Device	Total Cost
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all server products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, E-4 of the RFP for Service Level Definitions
- Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting
- 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
- Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 5 - Servers - Best Value Configurations

Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
Storage	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]								
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive								
Flash								
				Total Cost			$	-

Best Value Medium End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
Model Number					Enhanced	[illegible]		$
[illegible]	[illegible]				Critical	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive								
Flash								
				Total Cost			$	-

Best Value High End Server 1A

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
Model Number					Enhanced	[illegible]		$
[illegible]	[illegible]				Critical	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	8 GB USB or better Memory Key For VMware [illegible]							
[illegible]								
[illegible]								
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive								
Flash								
				Total Cost			$	-

Best Value High End Server 1B

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
Model Number					Enhanced	[illegible]		$
[illegible]	[illegible]				Critical	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
Storage								
[illegible]	[illegible]							
[illegible]								
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive	[illegible]							
Flash	[illegible]							
				Total Cost			$	-

Lot 5 - Servers - Non Best Value Configurations

Discount Off List for All Other Low End Servers	
Discount Off List for All Other Medium End Servers	
Discount Off List for All Other High End Servers	

Non-Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	[illegible]		$
Model Number					Enhanced	[illegible]		$
Processor (CPU) Type	[illegible]				Critical	[illegible]		$
Operating System	None Installed							
(RAM)	[illegible]							
Hard Drive	[illegible]							
Optical Drive 1	[illegible]							
[illegible]	Required							
Warranty	4 years; Keep Your Hard Drive							
				Total Cost			$	-

Non-Best Value Medium End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Warranty	4 years; Keep Your Hard Drive							
				Total Cost			$	-

Non-Best Value High End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Warranty	4 years; Keep Your Hard Drive							
				Total Cost			$	-

Lot 5 - 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)	Total Service Cost
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
[illegible]					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
Additional Options					

Lot 5 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 5. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

Accessibility Services / Options	Description	Cost

Lot 5 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 5. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

Consumption Based Pricing Model Proposed	Description	Cost

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
[illegible]	$ [illegible]
[illegible]	$ [illegible]
[illegible]	$ [illegible]
[illegible]	$ [illegible]
[illegible]	$ [illegible]
[illegible]	$ [illegible]
[illegible]	$ [illegible]
[illegible]	$ [illegible]
[illegible]	$ [illegible]

Offeror Name: ePlus Technology, inc.

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
• 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.
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]			$ [illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]
[illegible]	FAS2552A				[illegible]	[illegible]	57.50%	$ [illegible]
Hard Drive	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	$ [illegible]
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]	[illegible]	[illegible]					
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]	[illegible]	[illegible]					
Functional	[illegible]		[illegible]					
Functional	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
				Total Cost				$ [illegible]

Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]			$ [illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]
[illegible]	StorageGRID				[illegible]	[illegible]	47.00%	$ [illegible]
[illegible]	[illegible]		[illegible]		[illegible]	[illegible]	[illegible]	$ [illegible]
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]	[illegible]	[illegible]					
[illegible]	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]	[illegible]	[illegible]					
[illegible]	Hard drive size intermix capability within the storage [illegible]		[illegible]					
[illegible]	Write cache backup integrity and dual copy (battery backed [illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
				Total Cost				$ [illegible]

Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]			$ [illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]
[illegible]	E2724Duplex				[illegible]	[illegible]	57.00%	$ [illegible]
[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	$ [illegible]
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]	[illegible]	[illegible]					
[illegible]	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]	[illegible]	[illegible]					
[illegible]	Hard drive size intermix capability within the storage [illegible]		[illegible]					
[illegible]	Write cache backup integrity and dual copy (battery backed [illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
[illegible]	[illegible]	[illegible]	[illegible]					
				Total Cost				$ [illegible]

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Lot 6 - Storage - Non Best Value Configurations

[illegible]	12%

Non-Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	All proprietary software required to operate and manage the SAN in a [illegible]	[illegible]	[illegible]
[illegible]	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]	[illegible]	[illegible]
[illegible]	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Warranty	4 years: Keep Your Hard Drive	x	Yes NRD

List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
Total Cost				[illegible]

[illegible]	12%

Non-Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	All proprietary software required to operate and manage the SAN in a [illegible]	[illegible]	[illegible]
[illegible]	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]	[illegible]	[illegible]
[illegible]	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]		[illegible]
[illegible]	Hard drive size intermix capability within the storage [illegible]	[illegible]	[illegible]
[illegible]	Write cache backup integrity and dual copy (battery backed [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Warranty	4 years: Keep Your Hard Drive	x	Yes

List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
Total Cost				[illegible]

[illegible]	12%

Non-Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	All proprietary software required to operate and manage the SAN in a [illegible]	[illegible]	[illegible]
[illegible]	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]	[illegible]	[illegible]
[illegible]	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]		[illegible]
[illegible]	Hard drive size intermix capability within the storage [illegible]	[illegible]	[illegible]
[illegible]	Write cache backup integrity and dual copy (battery backed [illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
Warranty	4 years: Keep Your Hard Drive	x	Yes NRD

List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]
Total Cost				[illegible]

Lot 6 - 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

[illegible]	[illegible]	Historical Annual [illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
Total		[illegible]			[illegible]
[illegible]					
[illegible]	[illegible]		[illegible]		
[illegible]	[illegible]		[illegible]		
[illegible]	[illegible]		[illegible]		
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]		[illegible]		
[illegible]	[illegible]				
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]				
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]		[illegible]	[illegible]	
[illegible]	[illegible]				
[illegible]	[illegible]			[illegible]	
[illegible]	[illegible]			[illegible]	
[illegible]	[illegible]			[illegible]	
[illegible]					

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	[illegible]
[illegible]		

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	[illegible]
[illegible]	FAS8060 HA System Configured with 8TB NL-SAS disk drives	[illegible]
		[illegible]
		[illegible]
		[illegible]
[illegible]	ALL FLASH FAS8080 HA System configured with 15.3TB SSD drives	[illegible]
		[illegible]
		[illegible]
		[illegible]
[illegible]	ALL FLASH FAS8080 HA System configured with 3.8TB SSD drives	[illegible]
		[illegible]
		[illegible]
		[illegible]

pennsylvania
DEPARTMENT OF GENERAL SERVICES

NOTICE OF SELECTION FOR CONTRACT NEGOTIATIONS
SELECTED OFFEROR

August 31, 2017

Carl Skiba
ePlus Technology, Inc
13595 Dulles Technology Drive
Herndon, VA
cskiba@eolus.com

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

Dear Mr. Skiba:

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 ePlus Technology, Inc. ("ePlus") been selected for contract negotiations for Lot 3, General IT Peripherals (Secondary Supplier), and Lot 6, Storage Hardware.

Therefore, ePlus is invited to meet at the location listed below with the Commonwealth for final negotiations and clarifications. Negotiations will take place on Friday September 15, 2017, from 10:00 AM to 12:00 PM. The location of the negotiations meeting will be:

Department of General Services
Bureau of Procurement
Forum Place, Floor 6, 555 Walnut Street
Conference Room FP6-5
Harrisburg, PA 171101-1914

Please provide a list of the individuals who will be attending the negotiation meeting(s) on behalf of e-Plus the name and title for each. Please send this information to the Issuing Officer via email at rjaime@pa.gov by 3:00 PM Wednesday September 6, 2017.

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

1. **Objections and or Additions to Standard Terms and Conditions and or Other Specified Appendices:** RFP Part II, Section II-1, and **Appendix H, Technical Submittal Response Template**, General Questions and Supplier Stability, Section 8, *Objections and/or additions to standard Terms and Conditions and/or SLAs.*

As defined in Part IV, Section IV-2.C, *Lot 3–General IT Peripherals*, your company is being awarded as the Secondary Supplier for Lot 3. Also, as defined in Part IV, Section IV-2.F(3), *Lot 6–Storage Hardware*, your company is being awarded as the NetApp supplier for this lot. To ensure consistency with the terms and conditions of the contracts awarded for this lot, in accordance with Part II, Section II-1, *Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices*, the Commonwealth rejects the requested changes to **Appendix A**, **Standard Contract Terms and Conditions for IT Supplies and Related Services**. Additionally, any changes to **Appendix E**, **Software License Requirements Agreement Template**, will be negotiated directly with the publisher of the software.

2. **Punch-Out Site: Appendix H, Technical Submittal Response Template**, Lot 3—General Information Technology (IT) Peripherals, Section 11, *Punch-Out Site*.

   Discuss details of site and the possible addition of Lot 4.

3. **Staffing: Appendix H, Technical Submittal Response Template**, Lot 3—General Information Technology (IT) Peripherals and Lot 6—Storage Hardware, Section 7, *Staffing*.

   Please provide Organizational Chart as required by Section 7 so that the Commonwealth can discern the relationship between the employees listed in Attachment 3 of ePlus' response. Please provide by 3:00 PM September 06, 2017.

4. **Implementation Plan**: **Appendix H, Technical Submittal Response Template**, Lot 3—General Information Technology (IT) Peripherals and Lot 6—Storage Hardware, Section 8, *Implementation Plan*. Please provide by 3:00 PM September 06, 2017.

   The RFP specifically asked, "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." Please provide the implementation plan associated with your response of "Our implementation will take minimal effort on both parties' part."

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,

[redacted]

Raymond A. Jaime
Issuing Officer

ePlus Response to "Selection for Negotiation" Letter

1. **Staffing: Appendix H, Technical Submittal Response Template**, Lot 3—General Information Technology (IT) Peripherals and Lot 6—Storage Hardware, Section 7, *Staffing*.

Please provide Organizational Chart as required by Section 7 so that the Commonwealth can discern the relationship between the employees listed in Attachment 3 of ePlus' response. Please provide by 3:00 PM September 06, 2017.

ePlus Response:

Attached is the updated Organizational Chart

1. **Implementation Plan**: **Appendix H, Technical Submittal Response Template**, Lot 3—General Information Technology (IT) Peripherals and Lot 6—Storage Hardware, Section 8, *Implementation Plan*. Please provide by 3:00 PM September 06, 2017.

   The RFP specifically asked, "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." Please provide the implementation plan associated with your response of "Our implementation will take minimal effort on both parties' part."

ePlus Response:

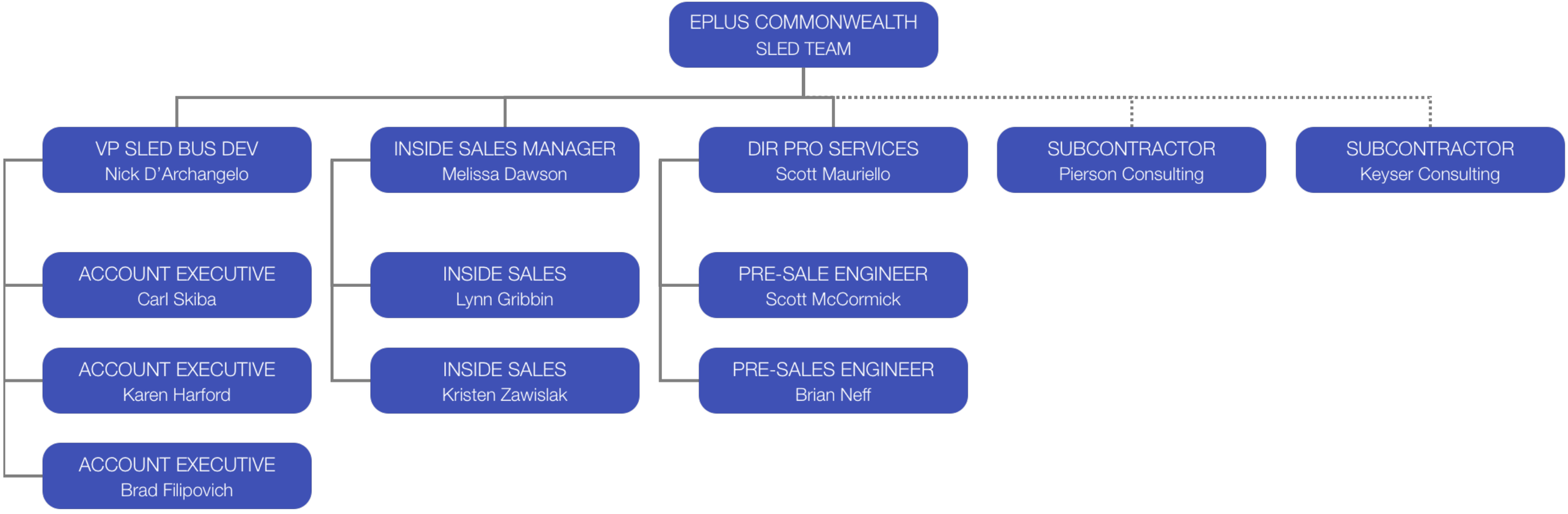
Implementation Plan

Lot 3

1. ***Work with DGS SRM Team to implement new contract info and pricing into the "Punch out" site. Test and verify information is valid and viewable with new contract headers. This process has been done three previous times with your staff. We do not anticipate any issues moving forward.***
2. ***Make products available or unavailable per the guidelines of this contract.***
3. ***Carl Skiba will be point of contact for ePlus.***
4. ***Confirm reporting capabilities***
5. ***ePlus will require details regarding a "secondary" contract. Whether or not any limitations will exist.***

Lot 6

1. *Work with DGS SRM Team to implement new contract info and pricing into the "Punch out" site (if required). Test and verify information is valid and viewable with new contract headers.*
2. *Make products available or unavailable per the guidelines of this contract.*
3. *Carl Skiba will be point of contact for ePlus.*
4. *Confirm reporting capabilities*
5. *ePlus will require details regarding a "secondary" contract. Whether or not any limitations will exist.*


EPLUS COMMONWEALTH
SLED TEAM
VP SLED BUS DEV
Nick D'Archangelo
ACCOUNT EXECUTIVE
Carl Skiba
ACCOUNT EXECUTIVE
Karen Harford
ACCOUNT EXECUTIVE
Brad Filipovich
INSIDE SALES MANAGER
Melissa Dawson
INSIDE SALES
Lynn Gribbin
INSIDE SALES
Kristen Zawislak
DIR PRO SERVICES
Scott Mauriello
PRE-SALE ENGINEER
Scott McCormick
PRE-SALES ENGINEER
Brian Neff
SUBCONTRACTOR
Pierson Consulting
SUBCONTRACTOR
Keyser Consulting

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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[25]**

Part III—CRITERIA FOR SELECTION **[29]**

Part IV—WORK STATEMENT **[33]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Friday, January 20, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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	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 <u>not</u> 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/sflllin.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 with 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 with 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 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 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 t 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 keep 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 Contactor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform with the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

13. REJECTED MATERIAL NOT CONSIDERED ABANDONED

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

14. ESTIMATED QUANTITIES

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

15. MANUFACTURER'S PRICE REDUCTION

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

16. SPECIAL REQUIREMENTS

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

17. WARRANTIES

(a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

(b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.

(c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.

(d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) All warranties shall survive final acceptance.

18. COMPENSATION

(a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.

(b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

19. BILLING REQUIREMENTS

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

(a) Vendor name and "Remit to " address, including SAP Vendor number;

(b) Bank routing information, if ACH;

(c) SAP Purchase Order number;

(d) Delivery Address, including name of Commonwealth agency;

(e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);

(f) Quantity provided;

(g) Unit price;

(h) Price extension;

(i) Total price; and

(j) Delivery date of Supplies or Services.

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

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

20. PAYMENT

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

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

(b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

(c) The Commonwealth will make contract payments through Automated Clearing House (ACH).

(i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

(ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

(iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. TAXES

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

22. CONFIDENTIALITY

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

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

(i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;

(ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;

(iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

(iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

(i) Prepare an un-redacted version of the appropriate document, and

(ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(iii) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

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

23. SENSITIVE INFORMATION

(a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.

(b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.

(c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

24. DATA BREACH OR LOSS

(a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.

(b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:

(c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

(d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

(e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

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

25. COMMONWEALTH HELD HARMLESS

(a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

26. LIMITATION OF LIABILITY

(a) The Contractor’s liability to the Commonwealth under the Contract shall be limited to the greater of $250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

(i) bodily injury;

(ii) death;

(iii) intentional injury;

(iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

(v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.

(vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.

(b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

27. DEFAULT

(a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

(i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;

(ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;

(iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;

(iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;

(v) Improper delivery;

(vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;

(vii) Delivery of a defective item;

(viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

(ix) Discontinuance of work without approval;

(x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

(xi) Insolvency or bankruptcy;

(xii) Assignment made for the benefit of creditors;

(xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

(xiv) Failure to protect, to repair, or to make good any damage or injury to property;

(xv) Breach of any provision of the Contract;

(xvi) Failure to comply with representations made in the Contractor's bid/proposal; or

(xvii) Failure to comply with applicable industry standards, customs, and practice.

(b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

(c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

(d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

28. FORCE MAJEURE

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

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

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

29. TERMINATION PROVISIONS

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

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

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

(i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;

(ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

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

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

(b) **NON-APPROPRIATION**: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose

(c) **TERMINATION FOR CAUSE**: The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

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

(i) Subject to Section 26, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

(ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(iii) Nothing in this subsection shall abidge 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.

(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 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 PCs, 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 cost totals are being calculated based on this assumption.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Standard Desktop	1,432	$ -	$ -	$ -
Mid-Range Desktop	850	$ -	$ -	$ -
High-End Desktop	1,534	$ -	$ -	$ -
Standard Laptop	115	$ -	$ -	$ -
High-End Laptop	1,204	$ -	$ -	$ -
Ultra Portable Laptop	78	$ -	$ -	$ -
Ultra-Portable Convertible Laptop / Tablet	68	$ -	$ -	$ -
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.

Standard Desktop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	1,432		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	**Standard Desktop Minimum Requirements**		
Processor (CPU) Type	Intel® Core™ i5-6600 (3.9 GHz) 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 Interface		
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 Writer 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		
EPEAT	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	$ -

Mid-Range Desktop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	850.00		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	**Mid-Range Desktop Minimum Requirements**		
Processor (CPU) Type	Intel® Core™ i7-6700 (4.0 Ghz) 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 Writer 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		
EPEAT	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	$ -

High-End Desktop

Input Requested	Proposal	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			
Component	**High End Desktop Minimum Requirement**		
Processor (CPU) Type	Intel® Core™ i7-6800K (3.4Ghz) 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 K420, 2GB equivalent or better		
Sound	Analog stereo output		
Speakers	Integrated headphone and stereo speaker jacks		
Optical Drive 1	SEX DVD+/-RW 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		
DP or HDMI	1		
Slots	2 PCI Slots available (PCI and/or PCIe)		
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer		
EPEAT	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 PCs, 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.

Standard Laptop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	115		
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 (3.1 GHz) or equal		
Operating System	Windows 10 64 Bit 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	1366x768		
Sound	Analog Stereo Output		
Speakers	Integrated Stereo (Built-in stereo speakers)		
Optical Drive	None		
Mouse	Optical USB w/ Scroll		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated		
Network Interface	10/100/1000 Base-T Ethernet; Wireless: 802.11n with 11a/g/b compatibility		
Bluetooth	Bluetooth 3.0, Integrated		
Ports	3 or more USB 2.0 or higher		
Slots	1 - SD/MMC Card Slot, 1 - Locking Cable Slot		
Smart Card Reader	FIPS-201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
EPEAT	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	$ -

High - End Laptop

Component	High-End Laptop Minimum Requirements	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 (3.5 GHz) CPU or equal		
Operating System	Windows 10 64 Bit 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		
Sound	Analog Stereo Output		
Speakers	Integrated Stereo (Built-in stereo speakers)		
Optical Drive	8x DVD+/-RW		
Mouse	Optical USB w/ Scroll		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated		
Network Interface	10/100/1000 Base-T Ethernet; Wireless: 802.11n with 11a/g/b compatibility		
Bluetooth	Bluetooth 3.0, Integrated		
Ports	3 or more USB 2.0 or higher		
Slots	1 - SD/MMC Card Slot, 1 - Locking Cable Slot		
Smart Card Reader	FIPS-201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
EPEAT	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.

Ultra-portable Laptop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	78		
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	Windows 10 64 Bit Pro		
(RAM)	8 GB		
Hard Drive	256 GB SSD		
Minimum Display Size	13"		
Speakers	Internal		
Touchpad	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/g/b compatibility		
Bluetooth	Version 4		
Minimum USB Ports	2, with 1 USB 3.0		
DP or HDMI	Yes		
EPEAT	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	$ -

Ultra-Portable Convertible Laptop / Tablet

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	68		
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	Windows 10 64 Bit Pro		
(RAM)	8 GB		
Hard Drive	256 GB SSD		
Minimum Display Size	11.6"		
Speakers	Internal		
Touchpad	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/g/b compatibility		
Bluetooth	Version 4		
Minimum USB Ports	2, with 1 USB 3.0		
DP or HDMI	Yes		
EPEAT	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 PCs, 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					
Services	**Unit of Measure**	**Historical Annual Volume**	**Notes, If Any**	**Cost per Unit (Purchase)**	**Total Service Cost**
Installation	Per Machine	501			$ -
Onsite Asset Tagging	Per Machine	931			$ -
Offsite Asset Tagging	Per Machine	3,723			$ -
Onsite Image Deployment	Per Machine	551			$ -
Offsite Image Deployment	Per Machine	2,204			$ -
Bundle - Install, Image Deployment, Tag	Per Machine	1,637			$ -
Data Transfer	Per 10 GB	554			$ -
Preparation for Shipment	Per Machine	2,004			$ -
Hard Drive Removal	Per Machine	500			$ -
On-Premise Disk Wipe	Per Machine	1,447			$ -
Off-Premise Disk Wipe	Per Machine	322			$ -
Relocation within 25 Miles	Per Machine	627			$ -
Relocation Outside 25 Miles	Per Machine	47			$ -
Device Return to DGS Surplus Warehouse (3221 Forster Street, Harrisburg, PA 17125)	Per Machine	500			$ -
Total		**15,548**			**$ -**
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				
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				
Post-Warranty Service	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				
128 SSD Upgrade	Per Machine				
256 SSD Upgrade	Per Machine				
512 SSD Upgrade	Per Machine				
1 TB SSD Uaerade	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 Uaerade - Additional 8 GB	Per Unit				
RAM Upgrade - Additional 16 GB	Per Unit				
BIOS Streaming	Per Machine				
Touchscreen	Per Unit				
USB Number Pad	Per Unit				
Hourly Rate Per Trainine	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 Needs		
Accessibility Services / Options	**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	802.11b/g/n 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

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)			
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	16X DVD R/W		
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	802.11b/g/n integrated wireless		
Warranty	4 years; Keep Your Hard Drive		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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)			
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	802.11b/g/n 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

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)			
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	2		
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

Services	Unit of Measure	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 DGS 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				
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				
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				
Hourly Rate Per Training	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 Needs		
Accessibility Services / Options	**Description**	**Cost**

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

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
General IT Peripherals	$ -
Segment 1 MFD	$ -
Segment 2 MFD	$ -
Segment 3 MFD	$ -
Segment 4 MFD	$ -
Grand Total	$ -

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 (NOT LISTED)	
Markup for Manufacturers Listed Below	

#	Top Manufacturer	Historical Annual Spend ($)	Markup %
1	CHECKPOINT	$ 2,828,369	0.00%
2	HP INC	$ 1,683,665	0.00%
3	POLYCOM	$ 847,018	0.00%
4	DELL	$ 752,783	0.00%
5	CERTIFIED POWER	$ 726,173	0.00%
6	IBML	$ 705,665	0.00%
7	FUJITSU	$ 651,427	0.00%
8	HAVIS	$ 425,138	0.00%
9	SOURCE TECHNOLOGIES	$ 385,430	0.00%
10	APC	$ 413,903	0.00%
11	NIKON	$ 227,007	0.00%
12	MULTITECH SYSTEMS	$ 225,575	0.00%
13	F5 NETWORKS	$ 206,407	0.00%
14	MICROSOFT	$ 192,639	0.00%

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

Market Basket

Instructions: Please provide the unit cost for each item below. The Commonwealth's unit price, inclusive of the markup provided above, will be calculated automatically. Additionally, please indicate if any item has been discontinued - only items proposed on by all Offerors will be evaluated. The volume provided is the historical annual volume and will be used for evaluation purposes. Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined.

#	Manufacturer	Manufacturer Part #	Part Description	Alternative Manufacturer Part # (if applicable)	Alternative Part Description (if applicable)	Historical Annual Volume	Per Unit Cost	Commonwealth Price (automatically calculated)	Total Cost
1	CHECKPOINT	CPAC-TR-1SX-SSM160-SFP	SFP transceiver for 1G fiber port—short range (1000Base-SR) for CPAC-SSM160			16		$ -	$ -
2	CHECKPOINT	CPAC-TR-10SR-SSM160-SFP+	CPAC TR 10GB CheckPoint 10Gbps 10GBase-LR SFP+ Transceiver			24		$ -	$ -
3	CHECKPOINT	CPAC-TR-1SXSSM160SFP	SFP (mini-GBIC) Module - For Data Networking, Optical Network - 1 x 1000Base-SR1 Gbit/s			18		$ -	$ -
4	CHECKPOINT	CPACHDD2TBSM22130503	Check Point 2TB Internal Hard Drive			12		$ -	$ -
5	CHECKPOINT	CPAC-TR-10SR-B	Check Point SFP Transiever for 10GB fiber short Range (10G Base SR)			5		$ -	$ -
6	HP INC	CZ208A	HP COMMON USB PROXIMITY READER			678		$ -	$ -
7	HP INC	L2751A#BGJ	Scanjet 5000 s3 Sheetfed Scanner - 600 dpi Optical 48-bit Color - Duplex Scanning - USB			92		$ -	$ -
8	HP INC	L2730B#BGJ	HP ScanJet El Flow 7000 s2 Sheld scanner			68		$ -	$ -
9	HP INC	F3W43AA	HP DP TO HDMI 1.4 ADAPTER			42		$ -	$ -
10	HP INC	T3V74AA	HP ELITE USB-C DOCKING STATION			13		$ -	$ -
11	POLYCOM	7200-64270-001	RealPresence Group 700-720p with EagleEye IV 12x Camera - video con			13		$ -	$ -
12	POLYCOM	7200-23130-001	HDX 7000 Video Conferencing Kit			15		$ -	$ -
13	POLYCOM	VRM42720#OR	RMX 2000 Multimedia Conferencing Platform			1		$ -	$ -
14	POLYCOM	7200-63530-001	RealPresence 300 Video Conference Kit			35		$ -	$ -
15	POLYCOM	7200-29025-001	POLYCOM VISSED HDX 6000 HD CODEC EGL			11		$ -	$ -
16	DELL	312-1325	DELL 97WHR 9 CELL LIT ION BATTERY			370		$ -	$ -
17	DELL	331-7950	Dell E-Port, 240W Simple Port Replicator, Usb3.0, Dell Mobile Precision, Customer Kit			197		$ -	$ -
18	DELL	59nTG/PAC	Dell 4Hr 7X24 + Prosupport Mission Critical - Poweredge T300			1		$ -	$ -
19	DELL	312-1304	DELL 76WHR 9 CELL LIT ION BATTERY			12		$ -	$ -
20	DELL	E2316H	DELL E2316H 23" 16:9 1080 LED SMS			47		$ -	$ -
21	CERTIFIED POWER	ANPB-1HRA	3-INCH PENTA-BAND ANTENNA			759		$ -	$ -
22	CERTIFIED POWER	SG0704007B-001-A	Freedom ATS, Non-Wi-Fi, GPS Receiver			759		$ -	$ -
23	CERTIFIED POWER	SG0705093E	HARNESS DB9 MALE TO FEMALE EXTENSION 20FT THUMB SCREWS			759		$ -	$ -
24	IBML	606-40503	TransCentra Company ImageTrac 6400 - Straight Path 3 Pockets			3		$ -	$ -
25	FUJITSU	PA03670-B505	Fujitsu Fi-7260 Sheetfed/Flatbed Scanner - 600 dpi Optical			603		$ -	$ -
26	FUJITSU	PA03670-B005	Fujitsu Fi-7180 Sheetfed Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale - USB			48		$ -	$ -
27	FUJITSU	PA03540-0001	Fujitsu Scanner Brake Roller			13		$ -	$ -
28	FUJITSU	PA03656-B005	Fujitsu ScanSnap iX500 Sheetfed Scanner - USB			7		$ -	$ -
29	FUJITSU	FPCBP404AP	Fujitsu High Capacity Main Lithium Ion Battery - Lithium Ion (Li-Ion)			5		$ -	$ -
30	HAVIS	DS-DELL-602-2	Docking Station 600 Series DS-DELL-602-2 with DuoPass-through Antenna & Power Supply			839		$ -	$ -
31	HAVIS	C-DMM-123	HAVIS DASH MON MOUNT F/FORD POLICE			4		$ -	$ -
32	SOURCE TECHNOLOGIES	ST-204065H	MICR Toner Cartridge for ST9730, Yield: 17k			156		$ -	$ -
33	SOURCE TECHNOLOGIES	Y101-0000010	Laser Printer, capacity: 650 sheets, 1200 x 1200 dpi, up to 55 ppm			156		$ -	$ -
34	SOURCE TECHNOLOGIES	B101-0000000	SOURCE TECH SECURE MICR ST9715			91		$ -	$ -
35	APC	SMX1500RMI2U	APC SMART UPS X 1500VA			73		$ -	$ -
36	APC	AP9630	APC UPS NETWORK MANAGEMENT CARD 2			108		$ -	$ -
37	APC	SMT2200RM2U	APC SMRTUPS 2200VA RM 2UCO 120V			24		$ -	$ -
38	APC	SMT3000RM2U	APC SMARTUPS 3000VA RM2U LCD 120V			12		$ -	$ -
39	APC	SMT3000RM2U	APC Smart-ups SMT3000RM2U 3000			1		$ -	$ -
40	NIKON	1549	Nikon D750 24.3 Megapixel Digital SLR Camera with Lens - 24 mm - 120 mm			17		$ -	$ -
41	NIKON	4815-NIK	Nikon SB-5000 AF Speedlight			57		$ -	$ -
42	NIKON	2177	Nikon 60mm f/2.8G ED AF-S Micro-Nikkor Lens - 1x - 60mm - f/2.8			57		$ -	$ -
43	NIKON	26491	Nikon COOLPIX AW130 Waterproof Digital Camera (Black)			17		$ -	$ -
44	NIKON	N0985D41200	Nikon D810 DSLR Camera with 24-120mm Lens Deluxe Kit			1		$ -	$ -
45	MULTITECH SYSTEMS	CAS-9-D	Serial extension cable. 9 ft. PC			759		$ -	$ -
46	MULTITECH SYSTEMS	FPC-S13-DC	Fused DC Power Cable Power cable - PC			759		$ -	$ -
47	MULTITECH SYSTEMS	MTC-C2-B06-N3	MultiConnect Cell 100 Series MTC-C2-B06-N3 1xRTT Modem (RS-232) w/o Accessories			759		$ -	$ -
48	FS.NETWORKS	FS-BG-LTM-40005	FS.BIG IP Local Traffic Manager 40Gb - Load balancing device			5		$ -	$ -
49	FS.NETWORKS	FS-UPG-SFPs-8	Proline FS FS UPG SFP+ 8 Compatible 10GBASE-SR MMF LC 850NM 300M SFP+			9		$ -	$ -
50	FS.NETWORKS	FSUPGAC400W4000	Networking 8pSP Single AC Power Supply for 4200V 4000S 400W Field Upgrade			1		$ -	$ -
51	MICROSOFT	5WH-00002	MSH FB LIFECAM STUDIO WEBCAM USB			48		$ -	$ -
52	MICROSOFT	P8X-00002	MS SURFACE ARC TOUCH MOUSE F/SURFACE			12		$ -	$ -
53	MICROSOFT	3GM-00001	MS SURFACE PRO 3 DOCK STATION			6		$ -	$ -
54	MICROSOFT	T4H-00002	MSH FB LIFECAM HD- 3000 WEBCAM USB			42		$ -	$ -
55	MICROSOFT	M8Z-00001	MS SURFACE 3 DOCKING STATION			7		$ -	$ -
Total For Evaluation									$ -

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 multifuctional devices (MFDs) are included as a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out in are those in orange. The requirements listed below are minimum requirements for all MFD models. Please take this information into account when providing model types further below.

MFD Minimum Requirements	
Volume, Capability, and Speed	
Laser or equivalent technology	Mandatory
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory
Black and White Printing	Mandatory
Black and White Copying	Mandatory
Black and White Scanning	Mandatory
Color Scanning	Mandatory
Black and White Faxing	Mandatory
Fax option provides programmable distribution lists	Mandatory
Time between Standby Mode to first page being being faxed must be 40 seconds or less	Mandatory
50 Sheets Automatic Document Feeder Capacity	Mandatory
Automatic Duplex Printing	Mandatory
Automatic Duplex Copying	Mandatory
Job queuing	Mandatory
Functional concurrency	Mandatory
Media Sizes, Types, and Trays	
Standard 8.5 x 11 inch Media	Mandatory
Standard 8.5 x 14 inch Media	Mandatory
LaserJet paper	Mandatory
Multipurpose paper	Mandatory
Maximum of 50% recycled material in paper without adversely affecting functionality or uptime	Mandatory
Standard envelope media	Mandatory
Minimum Paper Input Capacity	500 sheets
Memory and Storage	
Minimum Standard Memory	64MB
110 Pages Fax Memory	Mandatory
Compatibility and Connectivity	
Common user interface within each lot	Mandatory
LDAP Authentication	Mandatory
Windows XP client operating system	Mandatory
Windows 7 client operating system	Mandatory
Windows 8 client operating system upgradeability if not currently available	Mandatory
Windows 10 client operating system	Mandatory
Windows 2003 R2 server operating system	Mandatory
Windows 2008 R2 server operating system	Mandatory
Print Drivers compatible with SAP	Mandatory
32 bit and 64 bit drivers	Mandatory
WHQL drivers for Windows XP and Windows 2003 Server operating systems	Mandatory
Ethernet 100mbs Full Duplex connections	Mandatory
RJ45 Interface	Mandatory
Internal NIC card	Mandatory
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory
Static IP Assignment	Mandatory
IPv6 Compatible	Mandatory
Print Quality	
600 by 600 dpi Minimum Print Quality Black	Mandatory
600 by 600 dpi Minimum Copy Quality Black	Mandatory
600 dpi Minimum Scan Resolution	Mandatory
Copier Reduction/Enlarge Range 25-400%	Mandatory
Digital Output	
Select file format at device	Mandatory
.pdf Format	Mandatory
.tiff format	Mandatory
TIFF format	Mandatory
Output to email	Mandatory
Output to FTP	Mandatory
Output to USB memory	Mandatory
Output to network file	Mandatory
Output to shared folders	Mandatory
Memory and Storage	
Minimum Memory Expandable to	512MB
Equipment Requirements	
Energy Star compliant	Mandatory
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory
Devices shall not emit dust in excess of 0.25 mg/m3	Mandatory
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory
Printer Management Features	
Remote Management via Web Interface	Mandatory

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 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
Manufacturer Name								
Manufacturer Model Number								
Cost per Unit (Purchase)								
Historical Annual Volume	20		80		75		25	
TotalCost	0		0		0		0	
Volume, Capability, and Speed (Minimum Requirements)								
Pages Printed per Month minimum (including copied if applicable)	1,000-3,000		3,000-12,000		1,000-3,000		3,000-12,000	
Color printing					Mandatory		Mandatory	
Automatically use most cost effective method for black-and-white or color					Mandatory		Mandatory	
Color Copying					Mandatory		Mandatory	
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM		25 PPM					
Minimum Color Print Speed Page Per Minute (PPM)					19 PPM		25 PPM	
Minimum Copy Speed Page Per Minute (PPM)	19 PPM		25 PPM		19 PPM		25 PPM	
Media Sizes, Types, and Trays (Minimum Requirements)								
Minimum Paper Trays or Drawers Standard	1		2		1		2	
Minimum Output Capacity	100 sheets		500 sheets		100 sheets		100 sheets	
Print Quality (Minimum Requirements)								
1800 by 600 dpi Minimum Print Quality Color					Mandatory		Mandatory	
600 by 600 dpi Minimum Copy Quality Color					Mandatory		Mandatory	

Lot 3 - Accessibility Needs

Instructions for Respondents: Please describe the accessibility options you have available that are applicable to Lot 3. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Services / Options	Description	Cost

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 4: Apple Devices - Apple Desktops, Laptops, iPads, and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on entries entered further down on this tab. Please be sure to scroll all the way down.
Enter the # of units ordered of each line item you intend on placing an order for, and the value of those units below. Do not enter a "0" for any line items you do not intend to order.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
iMac	2	$ -	$ -	$ -
iMac Mini	0	$ -	$ -	$ -
Mac Pro	0	$ -	$ -	$ -
MacBook	0	$ -	$ -	$ -
MacBook Air	0	$ -	$ -	$ -
MacBook Pro	0	$ -	$ -	$ -
iPad	0	$ -	$ -	$ -
iPad Pro	198	$ -	$ -	$ -
iPad Mini 6	85	$ -	$ -	$ -
iPad Mini 7	2	$ -	$ -	$ -
Particular - Total	sum	$ -	$ -	$ -
Devices - Total				$ -
Product & Services - Grand Total				$ -

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column. Please note that monitors are not included in the base configuration.

Lot 4 - Apple Desktops

iMac

Device Description	Required	Confirmation that your spec meets this minimum (Mark "X" if meeting or exceeding)	Actual Spec Proposed - If Higher
Historical Annual Volume	2		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Model Number			
Component	iMac Minimum Requirements		
Processor CPU Type	Intel® Core™ i5 (8-9 class CPU or equal)		
Operating System	OS X (El Capitan)		
RAM	8GB of 1867MHz LPDDR3 onboard memory		
Hard Drive	1TB SSD hard hardrive		
Display	21.5-inch Widescreen LED backlit display		
Display Graphics Technology	Intel Iris Pro Graphics 5200		
Sound	Audio stereo output		
Speakers	Integrated headphone and stereo speaker		
Optical Drive 1	Not included		
Mouse	Magic Mouse 2 Wireless		
Keyboard	Magic Keyboard Wireless		
Smart Card Reader	Not included		
Network Interface	10/100/1000BASE-T Gigabit Ethernet (RJ-45 port)		
USB Ports	4		
FW Ports	0		
VGA Ports	0		
Display Port	0		
Video	HDMI 2 out port		
Platform Integrity	Not included		
BIOS	Dell		
Power Mgt	Mini Mouse Present Powers Mini		
Security Software	Not included		
Warranty	1 Year Limited Warranty		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Mac Mini

Device Description	Required	Confirmation that your spec meets this minimum (Mark "X" if meeting or exceeding)	Actual Spec Proposed - If Higher
Historical Annual Volume	0		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Model Number			
Component	Mac Mini Minimum Requirements		
Processor CPU Type	Processor CPU Type		
Operating System	OS X (El Capitan)		
RAM	4GB of 1866MHz LPDDR3 memory		
Hard Drive	1TB 5400-rpm hard drive		
Display	Not Included		
Display Graphics Technology	Intel Iris Graphics		
Sound	Audio stereo output		
Speakers	Integrated headphone and stereo speaker		
Optical Drive 1	Not Included		
Mouse	Not Included		
Keyboard	Not Included		
Smart Card Reader	Not Included		
Network Interface	10/100/1000BASE-T Gigabit Ethernet (RJ-45 port)		
USB Ports	4		
FW Ports	0		
VGA Ports	0		
Display Port	1		
Video	HDMI 2 out port		
Platform Integrity	Not included		
BIOS	Dell		
Power Mgt	Mini Mouse Present Powers Mini		
Security Software	Not included		
Warranty	1 Year Limited Warranty		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Mac Pro

Device Description	Required	Confirmation that your spec meets this minimum (Mark "X" if meeting or exceeding)	Actual Spec Proposed - If Higher
Historical Annual Volume	0		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Model Number			
Component	Mac Pro Minimum Requirements		
Processor CPU Type	6-Video Pro and Core Intel Xeon E5 or equal		
Operating System	OS X (El Capitan)		
RAM	16GB (four 4GB) of 1866MHz DDR3 ECC memory		
Hard Drive	256GB PCIe-based flash storage		
Display	Not Included		
Display Graphics Technology	Dual AMD FirePro D300 graphics processors with 2GB of GDDR5 VRAM each		
Sound	Analog stereo output		
Speakers	Internal Dual Midrange, Dual Tweeter, Sub Woofer		
Optical Drive 1	Not included		
Mouse	Not included		
Keyboard	Not included		
Smart Card Reader	Not included		
Network Interface	Dual GIGABIT Ethernet ports		
USB Ports	4		
FW Ports	0		
VGA Ports	0		
Display Port	0		
Video	0		
Platform Integrity	Not included		
BIOS	Dell		
Power Mgt	Mini Mouse Present Powers Mini		
Security Software	Not included		
Warranty	1 Year Limited Warranty		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 4: Apple Devices - Apple Desktops, Laptops, iPads, and Associated Services, Options, & Upgrades

Lot 4 - Apple Laptops

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

MacBook

Component	MacBook Minimum Requirements	Confirmation that your spec meets the minimum requirement ("X")	Actual Spec Proposed. If Higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	MacBook Minimum Requirements		
Processor CPU Type	5.1GHz Thunderbolt 4 with an octa-core		
Operating System	OS X El Capitan		
RAM	8GB of 1866MHz LPDDR3 onboard memory		
Hard Drive	256GB PCIe-based onboard flash storage		
Display/Graphics Technology	Intel HD Graphics 505 or equal		
Display	13-inch (diagonal) LED-backlit display with IPS technology		
Display Resolution	2560x1600		
Sound	Stereo Speakers Outputs		
Speakers	Integrated Stereo Built in stereo speakers		
Digital Zoom	Yes		
Web Cam	Retina True Tone Camera		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated*		
Network Interface	Wireless		
Ports	Bluetooth 5.0 Compliant		
Slots	1 USB-C Port		
Smart Card Reader	None		
Hardware Security	TPM Version 2.0		
Docking Slot	Must Allow Connection		
Section 508 Compliant	Yes		
Warranty	1 Year Limited Warranty		
Warranty	Less than 5 pounds		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

MacBook Air

Component	Proposal	Confirmation that your spec meets the minimum requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	MacBook Air Minimum Requirements		
Processor CPU Type	1.8GHz dual-core Intel Core i5 processor w		
Operating System	macOS		
RAM	8GB of 1600MHz LPDDR3 onboard memory		
Hard Drive	256GB PCIe-based flash storage		
Display/Graphics Technology	Intel HD Graphics 6000 or equal		
Display	13.3 inch (diagonal) LED backlit		
Display Resolution	1440 by 900		
Sound	Stereo Speakers Outputs		
Speakers	Integrated Stereo Built in stereo speakers		
Digital Zoom	Yes		
Web Cam	Retina True Tone Camera		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated*		
Network Interface	Wireless		
Bluetooth	Bluetooth 5.0 Compliant		
Ports	Ports support USB-C or an Adapter		
Slots	1 SIM* Slot		
Smart Card Reader	None		
Hardware security	TPM Version 2.0		
Docking Slot	Must Allow Connection		
Section 508 Compliant	Yes		
Warranty	1 Year Limited Warranty		
Warranty	Less than 5 pounds		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

MacBook Pro

Component	Proposal	Confirmation that your spec meets the minimum requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	24		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	MacBook Pro Minimum Requirements		
Processor CPU Type	5.7GHz Thunderbolt 4 with 8-core Int		
Operating System	OS X El Capitan		
RAM	8GB of 1866MHz LPDDR3 onboard memory		
Hard Drive	256GB PCIe-based flash storage		
Display/Graphics Technology	Intel Iris Graphics 6100 or equal		
Display	13.3 inch (diagonal) LED backlit with Retina display		
Display Resolution	Retina, 4096		
Sound	Stereo Speakers Outputs		
Speakers	Integrated Stereo Built in stereo speakers		
Digital Zoom	Yes		
Web Cam	Retina True Tone Camera		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated*		
Network Interface	Wireless		
Bluetooth	Bluetooth 5.0 Compliant		
Ports	Ports support USB-C or an Adapter		
Slots	1 SIM* Slot		
Smart Card Reader	None		
Hardware security	TPM Version 2.0		
Docking Slot	Must Allow Connection		
Section 508 Compliant	Yes		
Warranty	1 Year Limited Warranty		
Warranty	Less than 5 pounds		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

Lot 4 - Apple iPads

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

iPad Pro

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Pro Minimum Requirements		
Processor CPU Type	A 10 GHz dual-core 64-bit ARMv8-A		
Operating System	iOS		
RAM	4 GB LPDDR4X SDRAM		
Hard Drive	256GB Flash Memory		
Sound	Stereo Speakers Outputs		
Display	Multi-touch Retina Display		
Smart Card Reader	None		
Wireless Interface	Wi-Fi Wi-Fi 802.11 a/b/g/n/ac with 2×2 MIMO and Bluetooth 5.0 wireless technology		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

iPad Air 2

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	116		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Air 2 Minimum Requirements		
Processor CPU Type	1.5GHz hexa-64 bit ARMv8-A		
Operating System	iOS		
RAM	2GB LPDDR4 SDRAM		
Hard Drive	128GB Flash Memory		
Sound	Stereo speakers output		
Display	Retina Display Technology		
Smart Card Reader	None		
Wireless Interface Bluetooth Subscriber Identity Module	Wi-Fi Wi-Fi 802.11 a/b/g/n/ac Bluetooth 4.2 wireless technology Micro-SIM		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

iPad Mini 4

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	80		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Mini 4 Minimum Requirements		
Processor CPU Type	1.5GHz dual-core 64-bit ARMv8-A		
Operating System	iOS		
RAM	2 GB		
Hard Drive	128GB Flash Memory		
Sound	Stereo speakers output		
Display	Retina Display Technology		
Smart Card Reader	None		
Wireless Interface Bluetooth Subscriber Identity Module	Wi-Fi Wi-Fi 802.11 a/b/g/n/ac at 2.4 GHz and 5 GHz and bluetooth Micro-SIM		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

iPad Mini 2

Component	Proposal	Confirmation that your spec meets the minimum Requirement ("X")	Actual Spec Proposed. If higher
Historical Annual Volume	0		
Unit per cost Purchase			
Annual Cost per Unit (3 year lease)			
Manufacturer	Apple		
Product Number			
Component	iPad Mini 2 Minimum Requirements		
Processor CPU Type	1.3 GHz dual-core Apple Cyclone		
Operating System	iOS		
RAM	1GB LPDDR3 SDRAM		
Hard Drive	128GB Flash Memory		
Sound	Stereo speakers output		
Display	Retina Display Technology		
Smart Card Reader	No		
Wireless Interface Bluetooth	Wi-Fi WiFi 4 x MIMO (2.4 GHz and 5 GHz), supports MCS		
Warranty	1 Year Limited Warranty		

Maintenance	$	-
Lease Cost	$	-
Total Cost	$	-

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 4: Apple Devices - Apple Desktops, Laptops, iPads, and Associated Services, Options, & Upgrades

Lot 4 - 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.

Standard Services						
Description	Unit of Measure	Estimated Annual Volume	Notes / Caveats	Cost per Unit (Rounded)	Total Annual Cost
Staging	Per Machine	750			$ -
Data Migration	Per Machine	750			$ -
Offsite Asset Tagging	Per Machine	200			$ -
Onsite Asset Tagging	Per Machine	550			$ -
Onsite In-user Deployment	Per Machine	25			$ -
Offsite In-user Deployment	Per Machine	681			$ -
Bundle - Install, Install Deployment, Tag	Per Machine	681			$ -
Data Transfer	Per 50 GB	200			$ -
Peripheral Reassignment	Per Machine	200			$ -
Hard Drive Removal	Per Machine	50			$ -
Up Premium Disk Wipe	Per Machine	475			$ -
DP Premium Disk Wipe	Per Machine	475			$ -
Relocation within PENNA	Per Machine	40			$ -
Relocation Outside PENNA	Per Machine	10			$ -
Device Retrieval (MIS Surplus Warehouse (2222 Penton Street, Harrisburg, PA 17110))	Per Machine	15			$ -
Total		3,999			$ -
Standard Accessories - Monitors, Peripherals, Other					
27" Apple Thunderbolt Display	Per Monitor				
Airtight Stick	Per Unit				
Apple Magic Mouse	Per Unit				
HDMI M-F Mini Small Form Dongle	Per Unit				
Mini DisplayPort to VGA Adapter	Per Unit				
Mini DisplayPort to Dual-Link DVI Adapter	Per Unit				
Apple Wireless Mic Adapter	Per Unit				
Belkin USB 3.0 4-Port Hub with Gigabit Ethernet Adapter	Per Unit				
Docking Station with dual monitor support	Per Unit				
Docking Station with dual monitor support (2 min number	Per Unit				
Apple USB Superdrive	Per Unit				
Apple Mouse	Per Unit				
Apple Keyboard with Numeric Keypad - US	Per Unit				
Apple Pencil for iPad Pro	Per Unit				
Apple Pencil Connector for iPad Pro	Per Unit				
Apple Dock Connector to VGA Adapter	Per Unit				
Lightning to Gigabit Ethernet Adapter	Per Unit				
Lightning to Digital AV Adapter	Per Unit				
RAM Upgrade - Additional 4 GB	Per Unit				
RAM Upgrade - Additional 8 GB	Per Unit				
Storage Upgrade - Additional 256 GB	Per Unit				
Storage Upgrade - Additional 1 TB	Per Machine				
Apple Care Protection Plan	Per year / unit Minimal				
Apple Care Per Hardware	Per Hour Rate				
Hardware Warranty					

Lot 4 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 4. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs		
Accessibility Solution Offered	Description	Price

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 5: Servers and Associated Services, Options, & Upgrades

Device	Total Cost
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all server products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, E-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting
• 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
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 5 - Servers - Best Value Configurations

Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		#
[illegible]					[illegible]	[illegible]		#
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		#
[illegible]	[illegible]							
[illegible]	[illegible]							
Storage	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
					Total Cost			

Best Value Medium End Server

Best Value High End Server 1A

Best Value High End Server 1B

Lot 5 - Servers - Non Best Value Configurations

Discount Off List for All Other Low End Servers

Non-Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		#
[illegible]					[illegible]	[illegible]		#
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		#
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Warranty	4 years; Keep Your Hard Drive							
					Total Cost			

Discount Off List for All Other Medium End Servers

Non-Best Value Medium End Server

Discount Off List for All Other High End Servers

Non-Best Value High End Server

Lot 5 - 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	Unit of Measure	Historical Annual Volume	Notes, If Any	Cost per Unit (Purchase)	Total Service Cost
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
Total		[illegible]			#

Additional Options

Lot 5 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 5. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

Accessibility Services / Options	Description	Cost

Lot 5 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 5. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

Consumption Based Pricing Model Proposed	Description	Cost

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
Best Value Storage	$
Best Value Object Based Storage	$
Best Value Block Storage	$
Non-Best Value Storage	$
Non-Best Value Object Based Storage	$
Non-Best Value Block Storage	$
Products - Total	$
Services - Total	$
Product & Services - Grand Total	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
- Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
- 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.
- Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	[illegible]		$
Model Number					Enhanced	[illegible]		$
Hard Drive	[illegible]				Critical	[illegible]		$
Configured Disk Space	4 TB (RAID 5) with at least 1 hot spare							
Storage Controller Interface	Four (4) Port 8 GB (or) Fibre Channel Interfaces							
Fibre Channel Switch	Switch(es) to support Twenty (20) 4 GB (or) ports							
Fibre Cables	Twenty (20) – 5 Meter Fibre Channel Cables							
Software	Base operating software included at no charge							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any performance impact							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported within the fabric switches							
Functional	Redundant hardware architecture							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become available of both 10,000 RPM or 15,000 RPM speeds							
Functional	[illegible]							
Functional	Write cache backup integrity and dual copy (battery backed cache)							
Functional	Support for RAID 1, 5, and 10							
Warranty	4 years; Keep Your Hard Drive							
				Total Cost				$ -

Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	[illegible]		$
Model Number					Enhanced	[illegible]		$
Hard Drive	[illegible]				Critical	[illegible]		$
Configured Disk Space	4 TB (RAID 5) with at least 1 hot spare							
Storage Controller Interface	Four (4) Port 8 GB (or) Fibre Channel Interfaces							
Fibre Channel Switch	Switch(es) to support Twenty (20) 4 GB (or) ports							
Fibre Cables	Twenty (20) – 5 Meter Fibre Channel Cables							
Software	Base operating software included at no charge							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any performance impact							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported within the fabric switches							
Functional	Redundant hardware architecture							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become available of both 10,000 RPM or 15,000 RPM speeds							
Functional	Hard drive size intermix capability within the storage							
Functional	Write cache backup integrity and dual copy (battery backed cache)							
Functional	Support for RAID 1, 5, and 10							
Warranty	4 years; Keep Your Hard Drive							
				Total Cost				$ -

Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	[illegible]		$
Model Number					Enhanced	[illegible]		$
Hard Drive	[illegible]				Critical	[illegible]		$
Configured Disk Space	4 TB (RAID 5) with at least 1 hot spare							
Storage Controller Interface	Four (4) Port 8 GB (or) Fibre Channel Interfaces							
Fibre Channel Switch	Switch(es) to support Twenty (20) 4 GB (or) ports							
Fibre Cables	Twenty (20) – 5 Meter Fibre Channel Cables							
Software	Base operating software included at no charge							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any performance impact							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported within the fabric switches							
Functional	Redundant hardware architecture							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become available of both 10,000 RPM or 15,000 RPM speeds							
Functional	Hard drive size intermix capability within the storage							
Functional	Write cache backup integrity and dual copy (battery backed cache)							
Functional	Support for RAID 1, 5, and 10							
Warranty	4 years; Keep Your Hard Drive							
				Total Cost				$ -

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Lot 6 - Storage - Non Best Value Configurations

Discount Off List for All Other Storage	

Non-Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	[illegible]		#
Model Number					Enhanced	[illegible]		#
Hard Drive	[illegible]				[illegible]	[illegible]		#
Configured Disk Space	[illegible]							
Storage Controller Interface	[illegible]							
[illegible]	[illegible]							
Fibre Cables	[illegible]							
Software	All proprietary software required to operate and manage the SAN in a [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	4 years: Keep Your Hard Drive							
				Total Cost				#

Discount Off List for All Other Object Based Storage	

Non-Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
Manufacturer					Basic	[illegible]		#
Model Number					Enhanced	[illegible]		#
[illegible]	[illegible]				[illegible]	[illegible]		#
Configured Disk Space	[illegible]							
Storage Controller Interface	[illegible]							
[illegible]	[illegible]							
Fibre Cables	[illegible]							
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	4 years: Keep Your Hard Drive							
				Total Cost				#

Discount Off List for All Other Block Storage	

Non-Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
Manufacturer					Basic	[illegible]		#
Model Number					Enhanced	[illegible]		#
[illegible]	[illegible]				[illegible]	[illegible]		#
Configured Disk Space	[illegible]							
Storage Controller Interface	[illegible]							
[illegible]	[illegible]							
Fibre Cables	[illegible]							
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	4 years: Keep Your Hard Drive							
				Total Cost				#

Lot 6 - 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)	Total Service Cost
Installation	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
[illegible]	Per Machine	[illegible]			#
Total		[illegible]			#
Options / Upgrades					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
Additional Options					

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

Accessibility Services / Options	Description	Cost

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

Consumption Based Pricing Model Proposed	Description	Cost

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	☐
2 - Tablets, Rugged Devices, and Non-Traditional Desktops	☐
3 - General IT Peripherals	☐
4 - Apple Devices	☐
5 - Server Hardware	☐
6 - Storage Hardware	☐

Submittals Enclosed and Separately Sealed:	
☐	Technical Submittal Response Template
☐	Small Diverse Business Participation Submittal
☐	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 herby, 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,

fines, 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. ____, under Agreement No. _____
Between
[Licensor_____]. and the Commonwealth of PA, [Agency]
[Licensor_____] 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. _____ between the Commonwealth and _____(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_____]
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 atttach 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
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**
Prime **Subawardee** Tier _____, if known:	**Congressional District**, if known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, if applicable: _____
8. Federal Action Number, if known: ☐ ☐	**9. Award Amount,** if known: $
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	**b. Individuals Performing Services** (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ 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.

Commonwealth of Pennsylvania
Category - IT Hardware

Vendor Name

AGENCY INFORMATION		MAINTENANCE / SERVICES INFORMATION			DEVICE INFORMATION						ORDER INFORMATION											
Agency	State Agency / Non-State (COSTARS)	Maintenance/Service Type	Service Level	Description	Manufacturer	Description	Product Category	Product Subcategory	Part Number	SKU Number	Order Number	Order Line	Purchase / Lease	SRM/Pcard Order	Purchase Order Issue Date (mm/dd/yyyy)	Order Quantity	Gross Unit Price / Cost	Mark Up / Discount	Mark Up / Discount %	Net Unit Price / Cost	Order Value ($)	CONTRACT NUMBER

AGENCY INFORMATION					MAINTENANCE / SERVICES INFORMATION			EQUIPMENT INFORMATION					PROBLEM / RESPONSE INFORMATION														
Agency	Street Address	City	State	Zip Code	Maintenance/Service Type	Service Level	Description	Original Equipment Manufacturer	Description	Part Number	SKU / Number	Serial Number	Service Tracking/ Ticket Number	Call-Date (mm/dd/yyyy)	Call-Time using 24 hour clock (hh:mm)	Call-Date/Time using 24 hour clock (mm/dd/yyyy hh:mm)	Requested Service Date (mm/dd/yyyy)	Requested Service Time using 24 hour clock (hh:mm)	Requested Service Date/Time using 24 hour clock (mm/dd/yyyy hh:mm)	Response Date (mm/dd/yyyy)	Response Time using 24 hour clock (hh:mm)	Response Date/Time using 24 hour clock (mm/dd/yyyy hh:mm)	Fix Date (mm/dd/yyyy)	Fix Time using 24 hour clock (hh:mm)	Problem Summary	Resolution Summary

AGENCY INFORMATION					SERVICE LEVEL TRACKING			
Agency	Street Address	City	State	Zip Code	Maintenance/Service Type	Service Level	Description	Service Level Met

AGENCY INFORMATION					Outstanding Issue Summary
Agency	Location (Street Address)	City	State	Zip Code	

AGENCY INFORMATION		QUARTERLY CONTRACT ACTIVITIES			
Agency	State Agency / Non-State (COSTARS)	Activities, Achievements, Challenges	Description	Date	Recommendation / Comments

Service Performance Category		Account Management						
SLA ID	**Performance Metric**	**Description**	**Performance Threshold Level**	**Formula**	**Data Elements for Measurements & Reporting**	**Report(s)**	**Credits**	**Lot No.**
AM-01	Customer Inquiry Response Time (CIRT)	The Contractor must return phone calls or respond to emails regarding initial request, queries, and problems within a maximum of four (4) business hours after a phone call is placed or an email is received.	95%	Response Times (RT) = Total Number of responses to inquiries that are <= 4 Business hours by Total Inquiries (TI) = Total Number of Inquiries CIRT = (RT/TI)*100	1. Response times for all calls by type per reporting period 2. Annual cumulative average response times by type to date 3. Total number of inquiries by type	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
AM-02	Quote Accuracy Consistency (QAC)	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.	99%	Quote Errors (QE) = Total Number of Quotes resubmitted or modified due to errors Total Quotes (TQ) = Total Number of Quotes QAC = {(TQ – QE)/TQ}*100	1. Total number of quotes that were reprocessed, modified, or resubmitted due to errors per reporting period 2. Annual cumulative number of quotes that were reprocessed, modified, or resubmitted due to errors to date 3. Total number of quotes processed per reporting period	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
AM-03	Quote Delivery for Catalog Items (QDCI)	The Contractor must provide quotes within two (2) business day for Hardware currently in the Contractor's catalog to the requesting agency.	100%	On-Time Catalog Item Quote Delivery ($CIQD_{OT}$) = Total Number of quotes with contractor catalog items that are delivered <= 2 Business day Total Catalog Item Quotes (TCIQ) = Total Number of quotes that consist of contractor catalog items QDCI = ($CIQD_{OT}$ /TCIQ)*100	1. Total Number of quotes that consist of contractor catalog items 2. Total Number of quotes with contractor catalog items that are delivered on or before one (1) Business day per reporting period 3. Total Number of quotes with contractor catalog items that were not delivered on or before one (1) Business day per reporting period 4. Annual cumulative totals for QDCI that are not delivered on time	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
AM-04.1	Order Deli...er (ODD)	The Contractor must make delivery within fifteen (15) business days after receipt of	100%	On-Time Order Delivery (ODOT) = Total Number of orders in which the contractor makes delivery on or within fifteen (15) business days after receipt of an order Total Orders Processed (TOP) = Total Number of orders processed	1. Total number of orders processed within the reporting period 2. Total number of orders in which the contractor makes delivery on or within fifteen (15) business days after receipt of an order during the reporting period	Quarterly SLA Dashboard Reports and/or as directed by...	2% Initial Credit. 1% additional per ... each	1,2,3,4

AM-04.1	Order Delivery (OD)	an order. Dates will be agreed upon between the agency and Contractor.	100%	OD = (OD_{OT}/ TOP)*100	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 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	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%	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 Total Orders Processed (TOP) = Total Number of orders processed OD = (OD_{OT}/ TOP)*100	1. Total number of orders processed within the reporting period 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 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 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	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

AM-05	Invoice Receipt (IR)	The Contractor must provide invoices for all orders within sixty (60) days from the order date.	100%	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 Total Orders Processed (TOP) = Total Number of orders processed IR = (OR_{OT}/ TOP)*100	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%	Total Hardware Item Replacement Claims (THIRC) = Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware Total Hardware Items Replaced (THIR) = the total number of hardware items that were replaced due to defective or incorrect hardware, on time DHR = (THIR/THIRC)*100	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%	Total Hardware Item Replacement Claims (THIRC) = Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware Total Hardware Items Replaced (THIR) = the total number of hardware items that were replaced due to defective or incorrect hardware, on time DHR = (THIR/THIRC)*100	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

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%	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 Total Orders Processed (TOP) = Total Number of orders processed DSD = (DD_{OT} / TOP)*100	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%	Data Error Resubmissions (DER) = Total Number of data resubmissions to the customer due to errors related to format, accuracy, completeness, or noncompliance Total Data Submissions (TDS) = Total number of data submission attempts to the customer DSI = {(TDS – DER)/TDS}*100	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

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	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). **Scale** 1 - Poor 2 - Fair 3 - Good 4 - Very Good 5 - Excellent CSR = C1(Score) + C2(Score) + C3(Score) + C4(Score) + C5(Score)	Annual Customer Survey administered by OA will consist of the following categories: C1: Staff Professionalism and Courteousness C2: Responsiveness to customer inquiries, requests, and/or problems C3: Timeliness, completeness, and accuracy of quotes, orders, and invoices C4: Contractor is engaged providing end-to-end guidance and support from initial quote to pre and post equipment delivery C5: Demonstrates through actions a commitment to satisfying customer expectations and resolve problems	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 #XXXXXXXXXXX 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

Commonwealth of Pennsylvania
Pennsylvania Wilds
Pennsylvania Industrial Resources

Solicitation Information:	
Solicitation Name:	Pennsylvania
Solicitation Number:	Commonwealth

(Contractor/Bidder/Offeror) Information:	
Name:	
Mailing Address:	
Contact Person:	
Contact Person's Phone Number:	
Contact Person's E-Mail Address:	

Question #	Document	Page #	Section Reference	Question
Example	RFP	23	3V3.4	Question
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42				
43				
44				
45				
46				
47				
48				
49				
50				

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:

DRAFT

(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.

DRAFT

(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.

DRAFT

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.

DRAFT

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

DRAFT

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

DRAFT

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 COMMERCIALLY 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: _____	By: _____
Signature	Signature

DRAFT

_____	_____
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

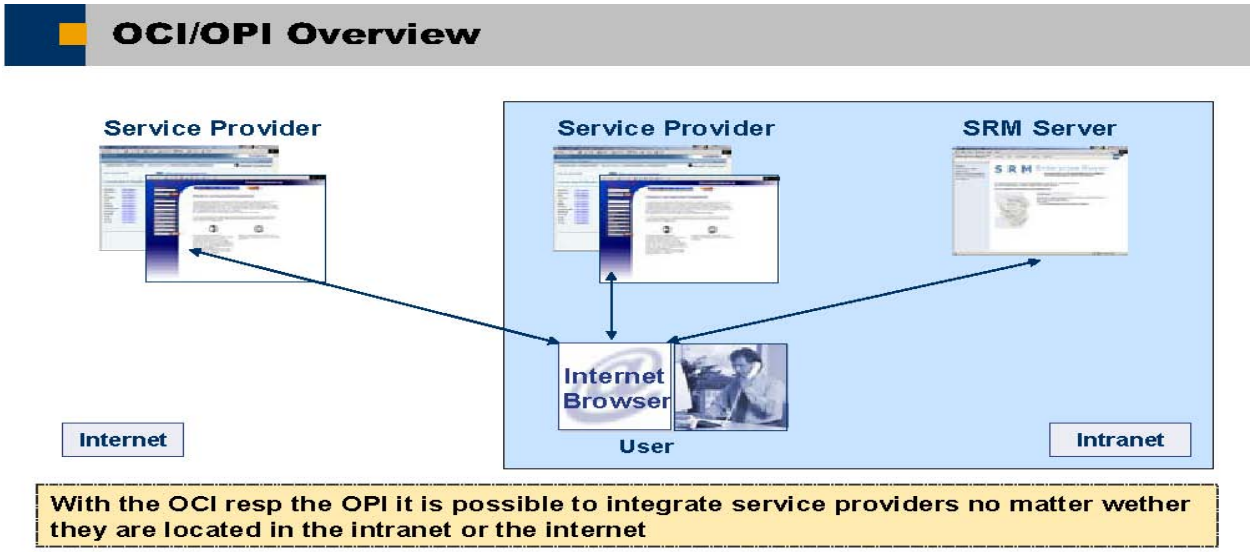
Open Catalog Interface: Structure

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.



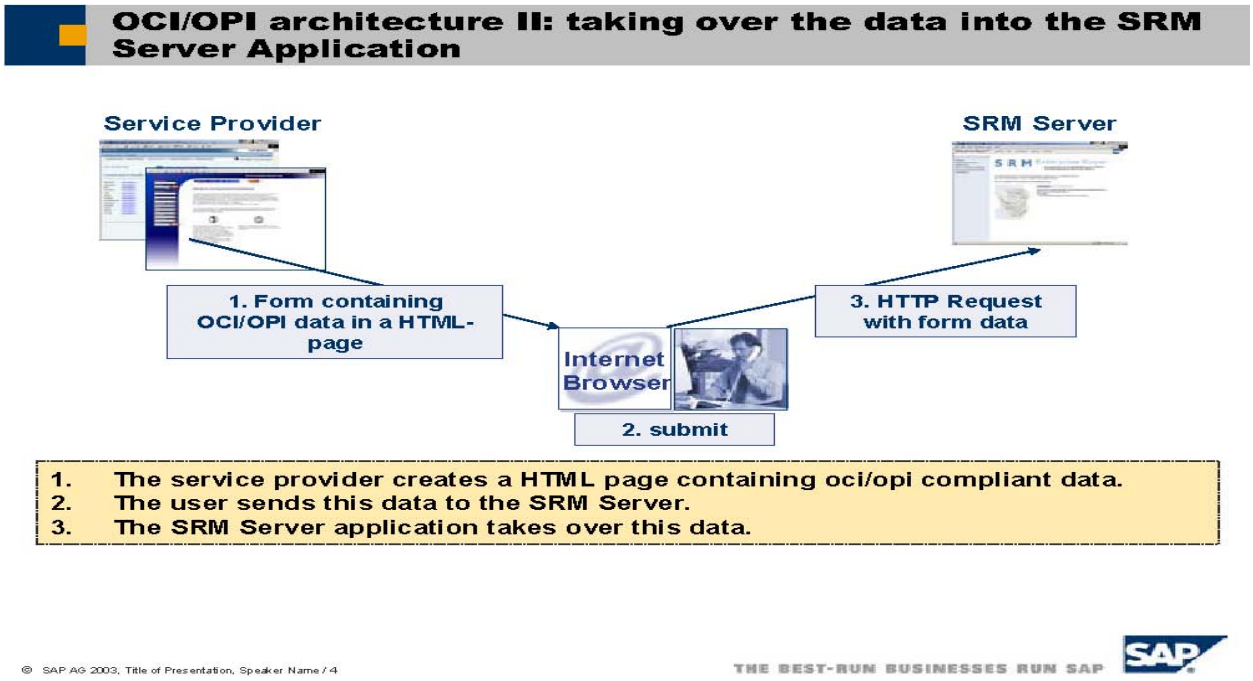
Graphic 1: System landscape

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.



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	BO	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	TON	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	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		

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.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

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.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

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 Hardware RFP
Cost Proposal Response Template
Lot 1: Desktop PCs, Laptops, Ultra Portable Laptops, & Associated Services, Options, and Monitors

[illegible]

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
[illegible]	[illegible]	$	$	$
[illegible]	[illegible]	$	$	$
[illegible]	[illegible]	$	$	$
[illegible]	[illegible]	$	$	$
[illegible]	[illegible]	$	$	$
[illegible]	[illegible]	$	$	$
[illegible]	[illegible]	$	$	$
[illegible]	[illegible]	$	$	$

[illegible]	$
[illegible]	$

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.

Standard Desktop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
Cost per Unit (Purchase)			
[illegible]			
Manufacturer			
Model Number			
Component	Standard Desktop Minimum Requirements		
[illegible]	[illegible]		
Operating System	[illegible]		
(RAM)	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]		
Display/Graphics Technology	[illegible]		
[illegible]	[illegible]		
Speakers	[illegible]		
[illegible]	[illegible]		
Mouse	[illegible]		
[illegible]	[illegible]		
Smart Card Reader	FIPS 201 Approved Transparent Smart Card Reader		
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive		

Purchase Cost	$
Lease Cost	$
Total Cost	$

Mid-Range Desktop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
[illegible]			
[illegible]			
Manufacturer			
Model Number			
Component	Mid-Range Desktop Minimum Requirements		
[illegible]	[illegible]		
Operating System	[illegible]		
(RAM)	[illegible]		
Smart Card Reader	FIPS 201 Approved Transparent Smart Card Reader		
Warranty	[illegible]		

Purchase Cost	$
Lease Cost	$
Total Cost	$

High-End Desktop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
Manufacturer			
Model Number			
Operating System	Windows 10 64 Bit Pro with option to downgrade to 7		
Smart Card Reader	FIPS 201 Approved Transparent Smart Card Reader		
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive		

Purchase Cost	$
Lease Cost	$
Total Cost	$

Lot 1 - Laptops

[illegible]

Standard Laptop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
Operating System	[illegible]		
Docking Station/Port Replicator	Integrated Graphics Supports Dual Display configuration with Docking Station		
Network Interface	10/100/1000 Base-T Ethernet; Wireless; USB; Included		
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive		

Purchase Cost	$
Lease Cost	$
Total Cost	$

High-End Laptop

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
Operating System	[illegible]		
Docking Station/Port Replicator	Integrated Graphics Supports Dual Display configuration		
Network Interface	10/100/1000 Base-T Ethernet; Wireless; USB; Included		
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive		

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 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

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
Operating System	[illegible]		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive		

Purchase Cost	$
Lease Cost	$
Total Cost	$

Ultra Portable Convertible Laptop / Tablet

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
[illegible]	[illegible]		
Operating System	[illegible]		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration		
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive		

Purchase Cost	$
Lease Cost	$
Total Cost	$

Lot 1 - Services - Options - Monitors

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.

Universal Options

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
[illegible]					
[illegible]	[illegible]				

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 Needs

[illegible]	Description	[illegible]

Commonwealth of Pennsylvania
IT Hardware RFP
Pricing Proposal Response Template
Lot 2- Tablet QTY, Rugged Laptop, Non-Traditional Desktops, and Associated Services & Options

Please note cells below will be automatically populated based on entries entered further down on this tab. Please be sure to scroll all the way down

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	500	$ -	$ -	$ -
Rugged Laptop	500	$ -	$ -	$ -
Rugged Tablet	500	$ -	$ -	$ -
Non-Traditional Desktops	500	$ -	$ -	$ -
Products - Total	**500**	$ -	$ -	$ -

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			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	500		
Cost per Unit Purchased			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Tablet Minimum Requirements	Specify Proposed Spec		
Processor CPU Type	Quad Core		
Processor Speed	1.5 GHz		
Operating System	Windows 11 or Android		
Memory	4 GB		
Hard Drive	64 GB		
Screen Size	10"		
Camera	Front and Rear Facing		
Smart Card Reader	No		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	WiFi 5 (802.11ac) and Dual Band		
Warranty	3 years		

Purchase Cost	$	-
Lease Cost	$	-
Total Cost	$	-

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			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	500		
Cost per Unit Purchased			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Rugged Laptop Minimum Requirements	Specify Proposed Spec		
Processor CPU Type	Intel Core i5		
Processor Speed	2.4GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to 7		
Memory	16 GB		
Hard Drive	256 GB		
Screen Size	14"		
Camera	Front and Rear		
Optical Drive	DVD +/-R/+/-RW		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Certifications	MIL-STD-810G Certified		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	WiFi 5 (802.11ac) and Dual Band		
Warranty	3 years, Keep Your Hard Drive		

Purchase Cost	$	-
Lease Cost	$	-
Total Cost	$	-

Rugged Tablet			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	500		
Cost per Unit Purchased			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Rugged Tablet Minimum Requirements	Specify Proposed Spec		
Processor CPU Type	Quad Core		
Processor Speed	1.5 GHz		
Operating System	Android 7 (Nougat)		
Memory	4 GB		
Hard Drive	64 GB		
Screen Size	7 inch		
Camera	Front and Rear		
Optical Drive	N/A		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Certifications	MIL-STD-810G Certified		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	WiFi 5 (802.11ac) and Dual Band		
Warranty	3 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			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	500		
Cost per Unit Purchased			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Desktop Minimum Requirements	Non-Traditional Desktops Minimum Requirements		
Processor CPU Type	Intel Core i5		
Processor Speed	2.4GHz		
Memory	8 GB		
Hard Drive	256GB		
Keyboard	USB Keyboard		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	10/100/1000 BASE-T Ethernet		
USB Ports	4		
Warranty	3 years		

Purchase Cost	$	-
Lease Cost	$	-
Total Cost	$	-

Lot 2 - Services - Options - Monitors

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.

Technical Services					
Product ID	Unit of Measure	Historical Annual Volume	Initial 3 -Year	Price per Unit Thereafter	Total Evaluated Cost
Installation	Per Machine	50			$ -
Asset Tagging	Per Machine	200			$ -
Image Creation/Deployment	Per Machine	200			$ -
Bundle - Install Deployment, Tag	Per Machine	200			$ -
Data Transfer	Per GB	40			$ -
Recertification for Windows 10	Per Machine	50			$ -
Hard Drive Removal	Per Machine	10			$ -
Per Machine Disk Wipe	Per Machine	10			$ -
Per Processor Disk Wipe	Per Machine	10			$ -
Build Processor Up to 40hrs	Per Machine	40			$ -
Relocation Outside 25 Miles	Per Machine	5			$ -
Device Return to DGS Surplus Warehouse (1101 Boroline Street, Swatara, PA 17113)	Per Machine	10			$ -
Total		**1,000**			**$ -**
Additional Options					
24" UHD 1*DP/HDMI Monitor, Height Adjustable with 3 year warranty	Per Monitor				
24" Stratos Pro 1DP/1 Monitor, Height Adjustable with 3 year warranty	Per Monitor				
24" UHD 1*DP/HDMI Monitor, Height Adjustable with 3 year warranty	Per Monitor				
24" 1*DP/2*HDMI Pro 1DP/1 Monitor, Height Adjustable with 3 year warranty	Per Monitor				
5th Year Warranty	Per year / per Machine				
Accidental Damage Protection	Per year / per Machine				
Docking Stand for Notebook	Per Machine				
Desktop Station with Port Replicator	Per Unit				
Docking Station with Individual and Network Interface	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				
2 Processor Upgrade	Per Machine				
RAM Upgrade - 8GB Total	Per Unit				
RAM Upgrade - Additional 8 GB	Per Unit				
RAM Upgrade - Additional 16 GB	Per Unit				
Mini Enterprise	Per machine				
Thunderbolt Dock	Per Unit				
Accessories (Specify)					

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 Needs		
Accessibility Needs (Specify)	Description	Cost

Commonwealth of Pennsylvania
IT Products RFP
IT Products Response Template
Lot 3 - General IT Peripherals & Small MFDs

Product	Total Cost
Lot 3 - General IT Peripherals	
Lot 3 - Small MFDs	
Lot 3 - Accessibility Needs	
Lot 3 - Total Cost	

Offeror Name:

Lot 3 - General IT Peripherals

Markup by Manufacturer

Instructions: Please provide the markup percentage from the Manufacturer/Distributor. Any pricing sent apply to all items. In the maximum markup box, please provide the highest possible markup for all of the Manufacturers listed. If only Offerors capable of providing MFPs of the manufacturers listed may submit a proposal for Lot 3.

Maximum Markup for all other Manufacturers not listed	

Manufacturer	Markup %	Discount %	Notes/URL
Acer		0.00%	
Apple		0.00%	
Brother		0.00%	
Canon		0.00%	
Dell		0.00%	
Epson		0.00%	
Fujitsu		0.00%	
Hewlett Packard Enterprise		0.00%	
Hewlett Packard Inc.		0.00%	
Lenovo		0.00%	
Samsung		0.00%	

Market Basket

Instructions: Please provide the unit cost for an Item in Market Basket. The Item Description, unit price, Increase or Offer Markup (provided above, and Net Unit Cost (unit price - (unit price * markup %)) are provided automatically. Additionally, please indicate if any item has been discontinued - only items proposed to be offered below and/or available - Discontinued, provided in the Technical Excel workbook.

Item No.	Manufacturer	Manufacturer Part Number	Item Description	Unit Price	Net Unit Cost	Discontinued (Y/N)
1	Acer	UM.WX1AA.A01	Acer UM.WX1AA.A01 Vero V247Y A 23.8" Full HD IPS Monitor	179.99		N
2	Acer	UM.WX1AA.A02	Acer UM.WX1AA.A02 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers	189.99		N
3	Acer	UM.WX1AA.A03	Acer UM.WX1AA.A03 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	199.99		N
4	Acer	UM.WX1AA.A04	Acer UM.WX1AA.A04 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	209.99		N
5	Acer	UM.WX1AA.A05	Acer UM.WX1AA.A05 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	219.99		N
6	Acer	UM.WX1AA.A06	Acer UM.WX1AA.A06 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	229.99		N
7	Acer	UM.WX1AA.A07	Acer UM.WX1AA.A07 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	239.99		N
8	Acer	UM.WX1AA.A08	Acer UM.WX1AA.A08 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	249.99		N
9	Acer	UM.WX1AA.A09	Acer UM.WX1AA.A09 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	259.99		N
10	Acer	UM.WX1AA.A10	Acer UM.WX1AA.A10 Vero V247Y A 23.8" Full HD IPS Monitor with Speakers and Webcam	269.99		N
11	Apple	MMQA2LL/A	Apple MMQA2LL/A AirPods Pro (2nd generation)	249.00		N
12	Apple	MMQA2LL/B	Apple MMQA2LL/B AirPods Pro (2nd generation) with Wireless Charging Case	249.00		N
13	Apple	MMQA2LL/C	Apple MMQA2LL/C AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
14	Apple	MMQA2LL/D	Apple MMQA2LL/D AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
15	Apple	MMQA2LL/E	Apple MMQA2LL/E AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
16	Apple	MMQA2LL/F	Apple MMQA2LL/F AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
17	Apple	MMQA2LL/G	Apple MMQA2LL/G AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
18	Apple	MMQA2LL/H	Apple MMQA2LL/H AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
19	Apple	MMQA2LL/I	Apple MMQA2LL/I AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
20	Apple	MMQA2LL/J	Apple MMQA2LL/J AirPods Pro (2nd generation) with Wireless Charging Case and MagSafe	249.00		N
21	Brother	HL-L2350DW	Brother HL-L2350DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	179.99		N
22	Brother	HL-L2370DW	Brother HL-L2370DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	199.99		N
23	Brother	HL-L2390DW	Brother HL-L2390DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	219.99		N
24	Brother	HL-L2395DW	Brother HL-L2395DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	239.99		N
25	Brother	HL-L2405W	Brother HL-L2405W Monochrome Laser Printer with Wireless Networking and Duplex Printing	259.99		N
26	Brother	HL-L2410DW	Brother HL-L2410DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	279.99		N
27	Brother	HL-L2415DW	Brother HL-L2415DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	299.99		N
28	Brother	HL-L2430DW	Brother HL-L2430DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	319.99		N
29	Brother	HL-L2435DW	Brother HL-L2435DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	339.99		N
30	Brother	HL-L2450DW	Brother HL-L2450DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	359.99		N
31	Brother	HL-L2460DW	Brother HL-L2460DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	379.99		N
32	Brother	HL-L2470DW	Brother HL-L2470DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	399.99		N
33	Brother	HL-L2480DW	Brother HL-L2480DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	419.99		N
34	Brother	HL-L2490DW	Brother HL-L2490DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	439.99		N
35	Brother	HL-L2500DW	Brother HL-L2500DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	459.99		N
36	Brother	HL-L2510DW	Brother HL-L2510DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	479.99		N
37	Brother	HL-L2520DW	Brother HL-L2520DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	499.99		N
38	Brother	HL-L2530DW	Brother HL-L2530DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	519.99		N
39	Brother	HL-L2540DW	Brother HL-L2540DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	539.99		N
40	Brother	HL-L2550DW	Brother HL-L2550DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	559.99		N
41	Brother	HL-L2560DW	Brother HL-L2560DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	579.99		N
42	Brother	HL-L2570DW	Brother HL-L2570DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	599.99		N
43	Brother	HL-L2580DW	Brother HL-L2580DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	619.99		N
44	Brother	HL-L2590DW	Brother HL-L2590DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	639.99		N
45	Brother	HL-L2600DW	Brother HL-L2600DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	659.99		N
46	Brother	HL-L2610DW	Brother HL-L2610DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	679.99		N
47	Brother	HL-L2620DW	Brother HL-L2620DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	699.99		N
48	Brother	HL-L2630DW	Brother HL-L2630DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	719.99		N
49	Brother	HL-L2640DW	Brother HL-L2640DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	739.99		N
50	Brother	HL-L2650DW	Brother HL-L2650DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	759.99		N
51	Brother	HL-L2660DW	Brother HL-L2660DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	779.99		N
52	Brother	HL-L2670DW	Brother HL-L2670DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	799.99		N
53	Brother	HL-L2680DW	Brother HL-L2680DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	819.99		N
54	Brother	HL-L2690DW	Brother HL-L2690DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	839.99		N
55	Brother	HL-L2700DW	Brother HL-L2700DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	859.99		N
56	Brother	HL-L2710DW	Brother HL-L2710DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	879.99		N
57	Brother	HL-L2720DW	Brother HL-L2720DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	899.99		N
58	Brother	HL-L2730DW	Brother HL-L2730DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	919.99		N
59	Brother	HL-L2740DW	Brother HL-L2740DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	939.99		N
60	Brother	HL-L2750DW	Brother HL-L2750DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	959.99		N
61	Brother	HL-L2760DW	Brother HL-L2760DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	979.99		N
62	Brother	HL-L2770DW	Brother HL-L2770DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	999.99		N
63	Brother	HL-L2780DW	Brother HL-L2780DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1019.99		N
64	Brother	HL-L2790DW	Brother HL-L2790DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1039.99		N
65	Brother	HL-L2800DW	Brother HL-L2800DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1059.99		N
66	Brother	HL-L2810DW	Brother HL-L2810DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1079.99		N
67	Brother	HL-L2820DW	Brother HL-L2820DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1099.99		N
68	Brother	HL-L2830DW	Brother HL-L2830DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1119.99		N
69	Brother	HL-L2840DW	Brother HL-L2840DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1139.99		N
70	Brother	HL-L2850DW	Brother HL-L2850DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1159.99		N
71	Brother	HL-L2860DW	Brother HL-L2860DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1179.99		N
72	Brother	HL-L2870DW	Brother HL-L2870DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1199.99		N
73	Brother	HL-L2880DW	Brother HL-L2880DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1219.99		N
74	Brother	HL-L2890DW	Brother HL-L2890DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1239.99		N
75	Brother	HL-L2900DW	Brother HL-L2900DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1259.99		N
76	Brother	HL-L2910DW	Brother HL-L2910DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1279.99		N
77	Brother	HL-L2920DW	Brother HL-L2920DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1299.99		N
78	Brother	HL-L2930DW	Brother HL-L2930DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1319.99		N
79	Brother	HL-L2940DW	Brother HL-L2940DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1339.99		N
80	Brother	HL-L2950DW	Brother HL-L2950DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1359.99		N
81	Brother	HL-L2960DW	Brother HL-L2960DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1379.99		N
82	Brother	HL-L2970DW	Brother HL-L2970DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1399.99		N
83	Brother	HL-L2980DW	Brother HL-L2980DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1419.99		N
84	Brother	HL-L2990DW	Brother HL-L2990DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1439.99		N
85	Brother	HL-L3000DW	Brother HL-L3000DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1459.99		N
86	Brother	HL-L3010DW	Brother HL-L3010DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1479.99		N
87	Brother	HL-L3020DW	Brother HL-L3020DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1499.99		N
88	Brother	HL-L3030DW	Brother HL-L3030DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1519.99		N
89	Brother	HL-L3040DW	Brother HL-L3040DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1539.99		N
90	Brother	HL-L3050DW	Brother HL-L3050DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1559.99		N
91	Brother	HL-L3060DW	Brother HL-L3060DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1579.99		N
92	Brother	HL-L3070DW	Brother HL-L3070DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1599.99		N
93	Brother	HL-L3080DW	Brother HL-L3080DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1619.99		N
94	Brother	HL-L3090DW	Brother HL-L3090DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1639.99		N
95	Brother	HL-L3100DW	Brother HL-L3100DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1659.99		N
96	Brother	HL-L3110DW	Brother HL-L3110DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1679.99		N
97	Brother	HL-L3120DW	Brother HL-L3120DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1699.99		N
98	Brother	HL-L3130DW	Brother HL-L3130DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1719.99		N
99	Brother	HL-L3140DW	Brother HL-L3140DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1739.99		N
100	Brother	HL-L3150DW	Brother HL-L3150DW Monochrome Laser Printer with Wireless Networking and Duplex Printing	1759.99		N
Additional Items						

Lot 3 - Small MFDs

Instructions for Offerors: Fill out the yellow shaded columns. MSRP must be included below or Lot 3 of 3 - Optional IT Hardware. The only items which the MFP Purchaser may request to be Maintenance Only are those included in the Maintenance Only section of the Lot 3 Small MFD Tab. Please note, MFP Purchaser may request to purchase items that are not listed below.

Item	Manufacturer Part Number	Item Description	MSRP
Monochrome Printer Category			
Printer with Wireless Networking		Monochrome	
Printer with Wireless Networking, Duplex Printing, and Automatic Document Feeder		Monochrome	
Printer with Wireless Networking, and Fax Capability		Monochrome	
Printer with Wireless Networking, Duplex Printing, and Fax Capability		Monochrome	
Printer with Wireless Networking, Duplex Printing, Automatic Document Feeder, and Fax Capability		Monochrome	
Print system, print-copy, print-scan-fax, Multifunction Mfp		Monochrome	
Printer Wireless Networking, Duplex Printing, Automatic Document Feeder, Mobile Printing, and Fax Capability		Monochrome	
Printer with

Commonwealth of Pennsylvania
CY Statewide RFP
Cost Proposal Response Template
Lot 4 - Apple Products - Desktops, Laptops, iPads, and Associated Services - Platforms ⊕ Chromebox

Please note cells below will be automatically populated and to be entered further down on this tab. Please be sure to enter all of the one-time

Device	Quantity per Standard Unit Number	Purchase Cost	Lease Cost	Total Cost
iMac	1	$ -	$ -	$ -
Mac Mini	1	$ -	$ -	$ -
MacBook	1	$ -	$ -	$ -
MacBook Air	1	$ -	$ -	$ -
MacBook Pro	1	$ -	$ -	$ -
iPad Pro	1	$ -	$ -	$ -
iPad Air	1	$ -	$ -	$ -
iPad	1	$ -	$ -	$ -
Displays - Total	1	$ -	$ -	$ -
Displays - Total			$ -	$ -
Standard Hardware - Grand Total			$ -	$ -

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specifications in the Actual Spec Column. Please note that inventory are not included in the base configuration.

Lot 4 - Apple Desktops

iMac			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	Apple M4 Chip with 10-core CPU and 10-core GPU		
Memory (RAM)	16GB of Unified Memory		
Storage	512GB SSD (Solid State Drive)		
Graphics	Integrated 10-core GPU		
Audio	6-speaker sound system with Spatial Audio		
Camera	12MP Center Stage camera		
Network Interface	Gigabit Ethernet		
Wireless Connectivity	Wi-Fi 6E (802.11ax)		
Bluetooth	Bluetooth 5.3		
Ports and Slots	2 x Thunderbolt / USB 4 ports, 2 x USB-A ports, HDMI port, Gigabit Ethernet port, 3.5 mm headphone jack		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	N/A		
Webcam	Built-in 12MP Center Stage camera		
Speakers	Built-in 6-speaker sound system		
Power	143W power supply		
Dimensions	21.5-inch display		
Weight	10.4 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

Mac Mini			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	Apple M4 Chip with 10-core CPU and 10-core GPU		
Memory (RAM)	16GB of Unified Memory		
Storage	512GB SSD (Solid State Drive)		
Graphics	Integrated 10-core GPU		
Audio	Built-in speaker		
Camera	N/A		
Network Interface	Gigabit Ethernet		
Wireless Connectivity	Wi-Fi 6E (802.11ax)		
Bluetooth	Bluetooth 5.3		
Ports and Slots	3 x Thunderbolt 4 ports, 2 x USB-A ports, HDMI port, Gigabit Ethernet port, 3.5 mm headphone jack		
Keyboard	N/A		
Mouse	N/A		
Trackpad	N/A		
Webcam	N/A		
Speakers	Built-in speaker		
Power	65W power supply		
Dimensions	5 x 5 inches		
Weight	2.6 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

Mac Studio			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	Apple M4 Max chip with 14-core CPU and 32-core GPU		
Memory (RAM)	36GB of Unified Memory		
Storage	1TB SSD (Solid State Drive)		
Graphics	Integrated 32-core GPU		
Audio	Built-in speaker		
Camera	N/A		
Network Interface	10Gb Ethernet		
Wireless Connectivity	Wi-Fi 6E (802.11ax)		
Bluetooth	Bluetooth 5.3		
Ports and Slots	4 x Thunderbolt 5 ports, 2 x USB-A ports, HDMI port, 10Gb Ethernet port, 3.5 mm headphone jack		
Keyboard	N/A		
Mouse	N/A		
Trackpad	N/A		
Webcam	N/A		
Speakers	Built-in speaker		
Power	370W power supply		
Dimensions	7.7 x 7.7 inches		
Weight	6.1 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

Lot 4 - Apple Laptops

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

MacBook Air			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	Apple M4 Chip with 10-core CPU and 10-core GPU		
Memory (RAM)	16GB of Unified Memory		
Storage	512GB SSD (Solid State Drive)		
Graphics	Integrated 10-core GPU		
Audio	4-speaker sound system with Spatial Audio		
Camera	12MP Center Stage camera		
Network Interface	N/A		
Wireless Connectivity	Wi-Fi 6E (802.11ax)		
Bluetooth	Bluetooth 5.3		
Ports and Slots	2 x Thunderbolt / USB 4 ports, MagSafe 3 port, 3.5 mm headphone jack		
Keyboard	Magic Keyboard with Touch ID		
Mouse	N/A		
Trackpad	Force Touch trackpad		
Webcam	12MP Center Stage camera		
Speakers	4-speaker sound system		
Power	70W power supply		
Dimensions	13.6-inch display		
Weight	3.3 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

MacBook Pro			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	Apple M4 Pro chip with 12-core CPU and 16-core GPU		
Memory (RAM)	24GB of Unified Memory		
Storage	512GB SSD (Solid State Drive)		
Graphics	Integrated 16-core GPU		
Audio	6-speaker sound system with Spatial Audio		
Camera	12MP Center Stage camera		
Network Interface	N/A		
Wireless Connectivity	Wi-Fi 6E (802.11ax)		
Bluetooth	Bluetooth 5.3		
Ports and Slots	3 x Thunderbolt 4 ports, HDMI port, SDXC card slot, MagSafe 3 port, 3.5 mm headphone jack		
Keyboard	Magic Keyboard with Touch ID		
Mouse	N/A		
Trackpad	Force Touch trackpad		
Webcam	12MP Center Stage camera		
Speakers	6-speaker sound system with Spatial Audio		
Power	96W power supply		
Dimensions	14.2-inch display		
Weight	3.5 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

Lot 4 - Apple iPads

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

iPad Pro			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	Apple M4 chip with 9-core CPU and 10-core GPU		
Memory (RAM)	16GB of Unified Memory		
Storage	512GB SSD (Solid State Drive)		
Graphics	Integrated 10-core GPU		
Audio	4-speaker sound system with Spatial Audio		
Camera	12MP Center Stage camera		
Network Interface	N/A		
Wireless Connectivity	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Ports and Slots	1 x USB-C port with Thunderbolt / USB 4 support		
Keyboard	N/A		
Mouse	N/A		
Trackpad	N/A		
Webcam	12MP Center Stage camera		
Speakers	4-speaker sound system with Spatial Audio		
Power	30W power supply		
Dimensions	11-inch display		
Weight	1.3 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

iPad Air			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	Apple M3 chip with 8-core CPU and 9-core GPU		
Memory (RAM)	16GB of Unified Memory		
Storage	512GB SSD (Solid State Drive)		
Graphics	Integrated 9-core GPU		
Audio	4-speaker sound system with Spatial Audio		
Camera	12MP Center Stage camera		
Network Interface	N/A		
Wireless Connectivity	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Ports and Slots	1 x USB-C port with Thunderbolt / USB 4 support		
Keyboard	N/A		
Mouse	N/A		
Trackpad	N/A		
Webcam	12MP Center Stage camera		
Speakers	4-speaker sound system with Spatial Audio		
Power	30W power supply		
Dimensions	11-inch display		
Weight	1.3 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

iPad			
Standard Hardware	Minimum	Will Hardware that your apple device fit the minimum requirements? Y/N	Actual Spec Proposed (if Different)
Apple Part Number			
Apple Care Part Number			
Amount of Units Per Unit of Measure			
Manufacturer	Apple		
Model Number			
Display Technology			
Processor	A16 chip with 6-core CPU and 5-core GPU		
Memory (RAM)	6GB of Unified Memory		
Storage	128GB SSD (Solid State Drive)		
Graphics	Integrated 5-core GPU		
Audio	2-speaker sound system with Spatial Audio		
Camera	12MP Center Stage camera		
Network Interface	N/A		
Wireless Connectivity	Wi-Fi 6 (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Ports and Slots	1 x USB-C port with USB 3 support		
Keyboard	N/A		
Mouse	N/A		
Trackpad	N/A		
Webcam	12MP Center Stage camera		
Speakers	2-speaker sound system with Spatial Audio		
Power	20W power supply		
Dimensions	10.9-inch display		
Weight	1.05 pounds		
Warranty	1 year limited warranty		
Extended Warranty (3 Years)	Apple Care 3 Years		
Extended Warranty (4 Years)	N/A		
Extended Warranty (5 Years)	N/A		
Standard Unit			
Total Cost			

Lot 4 - Services - Options - Monitors

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, that these services / options / upgrades will be purchased at the Commonwealth's discretion. If you cannot provide a particular option / upgrade cost, please provide a description in the space provided as to why you are not providing the "Below" services.

Standard Services	Quantity	Purchase Cost	Lease Cost	Total Cost
Installation	Per Machine	$ -		$ -
Image Creation	Per Machine	$ -		$ -
Mobile - Install Corporate Provisioning Profile	Per Machine	$ -		$ -
Mobile - Install Corporate Apps	Per Machine	$ -		$ -
Data Migration	Per Machine	$ -		$ -
Data Migration Per Gigabyte	Per Gigabyte	$ -		$ -
Off-Premises Data Wipe	Per Machine	$ -		$ -
Asset Label Service (Printing)	Per Machine	$ -		$ -
Asset Label Service (Application)	Per Machine	$ -		$ -
Subtotal		$ -		$ -
Additional Options				
27" Display - Standard Monitor	Per Monitor			
Curved Display	Per Monitor			
Ultra-Wide Display	Per Monitor			
Apple Standard Dock Installation	Per Unit			
Apple Standard Dock Installation	Per Unit			
Apple Thunderbolt Dock Installation	Per Unit			
Apple Thunderbolt Dock Installation	Per Unit			
Apple Studio Display - 27" 5K Standard Glass	Per Unit			
Apple Studio Display - 27" 5K Nano-texture Glass	Per Unit			
Apple Pro Display XDR	Per Unit			
Apple Pro Stand	Per Unit			
Apple Pro Display XDR Nano-texture Glass	Per Unit			
Apple Pro Stand	Per Unit			
Apple Pro Display XDR Standard Glass	Per Unit			
Apple Pro Stand	Per Unit			
Apple Pro Display XDR Nano-texture Glass	Per Unit			
Apple Pro Stand	Per Unit			
Additional Options - Total		$ -		$ -

Lot 4 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 4. Please provide a list all specific accessories and options, availability and the corresponding description and cost per line item, and / or option.

Accessibility Needs			

Commonwealth of Pennsylvania
IT Workspace RFP
Lot 5 - Servers - Response Template
Lot 5 - Servers and Associated Services, Options, & Upgrades

Service	Total Cost
Lot 5 - Servers - Best Value Configurations	
Lot 5 - Servers - Non Best Value Configurations	
Lot 5 - Servers - Options - Monitors	
Lot 5 - Accessibility Needs	
Lot 5 - Consumption Based Pricing	
Lot 5 - Servers - Professional Services	
Lot 5 - Servers - Managed Services	
Total Cost	

Offeror Name:

Instructions: Please provide the best discount available that you can offer to the Commonwealth for the Services listed in this Response Template. The Commonwealth will also evaluate pricing for items outside the best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **Provide this discount off list price as a number only (e.g. 10% discount = 10).**

Service-level Definitions Not Applicable to A, A-E of the RFP for Service-level Definitions

- Basic: a day-to-day, pre-built, order-dispatch — standard response, provision of service and/or break-fix site support within 4 hours after completion of phone-based troubleshooting.
- Standard: advanced support with a dedicated engineer to provide remote support within 2 hours after completion of phone-based troubleshooting.
- Critical: 24x7x365 advanced support with a dedicated engineer to provide remote support within 1 hour after completion of phone-based troubleshooting, escalation processes, and dedicated account support.

Lot 5 – Servers - Best Value Configurations

Best Value Low End Server

Item	Description	Add'l details that your upon Quote this Solution	Price/Unit Proposed, if applicable	Quantity	Unit	Extended Price	Discount Off MSRP List (Quote Basis)
Server Chassis							
Processor Model							
Processor Speed							
Memory							
Hard Drive							
Network							
Power Supply							
Rack Mount Kit							
Other Hardware Components							
Other Hardware Components							
Warranty							
Other							
						Total Cost	$ -

Best Value Medium End Server

Item	Description	Add'l details that your upon Quote this Solution	Price/Unit Proposed, if applicable	Quantity	Unit	Extended Price	Discount Off MSRP List (Quote Basis)
Server Chassis							
Processor Model							
Processor Speed							
Memory							
Hard Drive							
Network							
Power Supply							
Rack Mount Kit							
Other Hardware Components							
Other Hardware Components							
Warranty							
Other							
						Total Cost	$ -

Best Value High End Server - 1U

Item	Description	Add'l details that your upon Quote this Solution	Price/Unit Proposed, if applicable	Quantity	Unit	Extended Price	Discount Off MSRP List (Quote Basis)
Server Chassis							
Processor Model							
Processor Speed							
Memory							
Hard Drive							
Network							
Power Supply							
Rack Mount Kit							
Other Hardware Components							
Other Hardware Components							
Warranty							
Other							
						Total Cost	$ -

Best Value High End Server - 2U

Item	Description	Add'l details that your upon Quote this Solution	Price/Unit Proposed, if applicable	Quantity	Unit	Extended Price	Discount Off MSRP List (Quote Basis)
Server Chassis							
Processor Model							
Processor Speed							
Memory							
Hard Drive							
Network							
Power Supply							
Rack Mount Kit							
Other Hardware Components							
Other Hardware Components							
Warranty							
Other							
						Total Cost	$ -

Lot 5 – Servers - Non Best Value Configurations

Discount Off List Price (Quote Basis):

Non-Best Value Low End Server

Item	Description	Add'l details that your upon Quote this Solution	Price/Unit Proposed, if applicable	Quantity	Unit	Extended Price	Discount Off MSRP List (Quote Basis)
Server Chassis							
Processor Model							
Processor Speed							
Memory							
Hard Drive							
Network							
Power Supply							
Rack Mount Kit							
Other Hardware Components							
Other Hardware Components							
Warranty							
Other							
						Total Cost	$ -

Discount Off List Price (Quote Basis):

Non-Best Value Medium End Server

Item	Description	Add'l details that your upon Quote this Solution	Price/Unit Proposed, if applicable	Quantity	Unit	Extended Price	Discount Off MSRP List (Quote Basis)
Server Chassis							
Processor Model							
Processor Speed							
Memory							
Hard Drive							
Network							
Power Supply							
Rack Mount Kit							
Other Hardware Components							
Other Hardware Components							
Warranty							
Other							
						Total Cost	$ -

Discount Off List Price (Quote Basis):

Non-Best Value High End Server

Item	Description	Add'l details that your upon Quote this Solution	Price/Unit Proposed, if applicable	Quantity	Unit	Extended Price	Discount Off MSRP List (Quote Basis)
Server Chassis							
Processor Model							
Processor Speed							
Memory							
Hard Drive							
Network							
Power Supply							
Rack Mount Kit							
Other Hardware Components							
Other Hardware Components							
Warranty							
Other							
						Total Cost	$ -

Lot 5 – Servers - Options - Monitors

Instructions to Offerors: Please provide your proposed cost for each of the following services and options. Unless a different option, 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 a proposal provides a particular option / upgrade but not all products, Offeror's proposal must be "non-responding" to the corresponding "Base" number.

Item	Description	Quantity	Unit	Price/Unit	Extended Price
Monitor Options					
Monitor Option 1	Monitor Option 1				
Monitor Option 2	Monitor Option 2				
Monitor Option 3	Monitor Option 3				
Monitor Option

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
• Basic- 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
• 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.
• Critical - Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Fiber Channel Host Bus Adapters	Sixteen (16) – 4 GB/sec Host Bus Adapters (Two (2) HBAs will be used per [illegible]							
[illegible]	[illegible]							
Nodes	8 Storage Volume Controllers(SVC) nodes, configured in two(2) node [illegible]							
Nodes	These SVC I/O Groups are providing storage virtualization, compression and encryption for all of the protected storage tiers (approximately 1 PB [illegible]							
[illegible]	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	Arbitrated Loop Support – Supports direct connection to both loop devices [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				$

Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]							
				Total Cost				$

Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]							
				Total Cost				$

Lot 6 - Storage - Non Best Value Configurations

[illegible]

Non-Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]							
Functional	Arbitrated Loop Support – Supports direct connection to both loop devices [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Warranty	[illegible]							
				Total Cost				$

Non-Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]							
				Total Cost				$

Non-Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]							
				Total Cost				$

Lot 6 - Services - Options - Monitors

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.

Universal Options

[illegible]	[illegible]	Historical Annual [illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
[illegible]					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]					

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	[illegible]

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	[illegible]

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.

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?

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its 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 you 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. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

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. 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.

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 its 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 its product portfolio and rolling them out to customers?

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.

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. 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.

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 atttach 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. 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.

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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[24]**

Part III—CRITERIA FOR SELECTION **[28]**

Part IV—WORK STATEMENT **[32]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Wednesday, December 28, 2016 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology Bureau of IT Procurement Finance Building, Room 503 613 North Street Harrisburg, PA 17120-0400	Issuing Office/Potential Offerors	Tuesday, December 20, 2016 at 9:00 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us**)** no later than this date.	Issuing Office	Wednesday, January 4, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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	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 Ac*t)

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

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 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/sflllin.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 with 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 with 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 keep 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.

pennsylvania
OFFICE OF ADMINISTRATION

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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[24]**

Part III—CRITERIA FOR SELECTION **[28]**

Part IV—WORK STATEMENT **[32]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Wednesday, December 28, 2016 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us**)** no later than this date.	Issuing Office	Wednesday, January 4, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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	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 Ac*t)

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

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 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/sflllin.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 with 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 with 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 keep 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.

pennsylvania
OFFICE OF ADMINISTRATION

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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[24]**

Part III—CRITERIA FOR SELECTION **[28]**

Part IV—WORK STATEMENT **[32]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**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	Ongoing
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 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 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 Ac*t)

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

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 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/sflllin.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 with 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 with 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 keep 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.

pennsylvania
OFFICE OF ADMINISTRATION

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: 1/5/17

NAME	AGENCY/COMPANY
Michael Young	Treya Partners
Matt What	Summit
STEVE REESE	PREMIER SYSTEMS SALES LTD
Rene Feitelson	Premier Systems Sales Ltd.
Randy deBrauwere	HPE
Steve Parker	HPE
Mark Woms	NTAP
Adam Orton	"
Deb Pierson	Pierson
Ryan Hogan	Pierson
Carl Skiba	ePlus
DAN BURKHOLDER	Cisco
DAVID RIZZO	Lenovo
Audrey Smith	DGS
STEVE DWYER	WWT
Dave Pergen	Vion
Matt Day	Dell EMC
Bill Hitz	Dell EMC
Joe Rock	Pomeroy
CHAD FIRESTONE	HITACHI
KEVIN CARLSEN	Dell EMC
James McDonald	CDW
Maria Brinker	Presidio
JAYSHREE MOORTHY	Frontier Technologies Inc.
April Clark	Nutrepid
Dan Lotter	Lucid Technologies
KATHY TOAL-PHILIPSEN	RTI
Tim Wilkins	K3T Data
CHRIS LESKO	HP
JOHN O CONNOR	Cisco

Meeting:_____ Date:_____

NAME	AGENCY/COMPANY
Doug Evans	Adept Consulting, Inc
Robert Babczki	3B Networks, LLC
BOB HEFFELFINGER	AOSI
FRANK POTTER	integraONE
Howard Tobias	Lenovo
BRAD FILIPOVICH	CPLUS
Amy Wilder	Micro Strategies
Chadd Grump	Micro Strategies
Joyce Porter	Lenovo
Jim Mulvey	Unisys
Bill Lord	Adept Consulting
Danielle Burnett	ATS
Bob Marchese	ATS
Neil Bechtold	Sunrise Electronic Dist. Co.
Alexa Sharrar	CDW
JEFF MARTIN	BISI
Tony Intricri	PENN TECH DEPLOYMENTS
Gerry McKeefe	POMEROY
Brett Summers	PitBull Secure Tech.
DAVE ADAMCHICK	PROBITAS TECHNOLOGY
JIM Joseph	Presidio.
Dwayne Dahl	Ivon
Marylou Miller	D+H Distributing
Phong Trinh	DNI
George Parker	PPSU
Ryan Amos	PPSU
Nick Roth	SHI
Mike Smith	SHI

Meeting:______________________________ Date:______________

NAME	***AGENCY/COMPANY***
Donna Pratt	Lexmark
Jay Simons	"

VION

Dave Pruyn
Account Executive

P 571-353-6094 | C 202-701-0903
david.pruyn@vion.com

196 Van Buren Street, Suite 300
Herndon, VA 20170
vion.com

VION

Dwayne M. Dahl
Manager, Public Sector Operations

P 571-353-6013 | C 410-279-4928
F 703-707-0987
Dwayne.Dahl@vion.com

196 Van Buren Street, Suite 300
Herndon, VA 20170
vion.com

e+

*e*Plus Technology, inc.
4660 Trindle Road
Suite 101
Camp Hill, PA 17011

Carl J. Skiba, Jr.
Account Executive

Direct: (717) 730-1606
Fax: (717) 737-8577
e-mail: cskiba@eplus.com
http://www.eplus.com
NASDAQ: PLUS
888/482-1122

e+

*e*Plus Technology, inc.
4660 Trindle Road
Suite 101
Camp Hill, PA 17011

Bradley D. Filipovich
Account Executive

Direct: (717) 730-1609
Cell: (717) 599-2905
e-mail: BFilipovich@eplus.com
http://www.eplus.com
NASDAQ: PLUS
888/482-1122

POMEROY
infrastructure. optimized.℠

Gerald Rutledge
Technology Solutions Executive

5040 Louise Drive
Suite 105
Mechanicsburg, PA 17055
Office: 717.303.1780 x 5515
Fax: 717.303.1785
Mobile: 717.380.8124
Gerald.Rutledge@pomeroy.com
www.pomeroy.com

POMEROY
infrastructure. optimized.℠

Joe Rock
End User Solution Architect

Office: 502.434.6851
Mobile: 717.503.9259
JRock@pomeroy.com
www.pomeroy.com

Steve Dwyer
Account Manager
steve.dwyer@wwt.com

World Wide Technology, Inc.
Cardello Building, 701 N Point Dr
Pittsburgh , PA 15233-2133
Phone 314-569-7787 Cell 314-853-0962
Fax 314-919-1550

April Clark
Business Operations
Consultant
p 717.730.0780
m 717.315.1383

aclark@netrepid.com

NETREPID
Technology Side by Side

2330 VARTAN WAY • SUITE 185 • HARRISBURG, PA 17110

lenovo

David Rizzo
Solution Sales Executive
Public Sector - EBG - PA/NJ
Lenovo USA

585 Walnut Drive
Northampton, PA 18067

T 610.217.9228
E drizzo@lenovo.com

Lenovo.com

Matthew White
Principal Consultant

Summit Technology
Consulting Group

Phone: 717.431.0306
Mobile: 717.919.1834
Fax: 866.402.6098

255 Butler Ave • Lancaster, PA 17601

mwhite@thesummit-grp.com

Doug Evans
Senior Project Manager

Adept Consulting Services, Inc.

423 Walnut Street | Suite 305
Harrisburg, PA 17101-1910 | USA

Phone | 717-574-4517

E-mail | devans@AdeptUSA.com
Website | http://www.AdeptUSA.com

"Customer Satisfaction is our Service"

William J. Lord
Senior Project Manager

Adept Consulting Services, Inc.

423 Walnut Street | Suite 305
Harrisburg, PA 17101-1910 | USA

Phone | 717-433-1982

E-mail | wlord@AdeptUSA.com
Website | http://www.AdeptUSA.com

"Customer Satisfaction is our Service"

Lucid Technologies, Inc.
Serving Maryland, DC, and Northern Virginia

Dan Lottes
VP, Sales and Service

Mobile: (240) 994-1193
dlottes@lucid-technologies.com
lucid-technologies.com

Penn Tech Deployments

TONY INTRIERI
Operations & Marketing Manager

49 Business Campus Way
Duncannon, PA 17020

Office - 717-441-4967
Cell - 717-649-0385
Email - Tony@penntechdeployments.com
www.PennTechDeployments.com

Chad Firestone
Territory Account Manager
Commercial & Public Sector
Commonwealth of Pennsylvania

HITACHI
Inspire the Next

Hitachi Data Systems Corporation
3121 Conewago Road, Dover, PA 17315
Tel: 717-292-4401
Cell: 717-810-6580
E-mail: chad.firestone@hds.com

www.hds.com

KST Data Inc.
IT Evolved

Tim Wilkinson
Director, Business Development

Mobile: 717-503-7700
Email: twilkinson@kstdata.com
www.kstdata.com

5515 General Jenkins Drive Mechanicsburg, PA 17050

Pitt Bull
SECURE TECHNOLOGIES

BRETT SUMMERS

EMAIL: BRETT@PITTBULLSECURE.COM
WEB: WWW.PITTBULLSECURE.COM
OFFICE: 1 (844) TECHDOG
CELL: (814) 421-4941

WE ARE YOUR IN-HOUSE IT SOLUTION

EXPERIENCE THE POWER OF PITT BULL

Advanced Office Systems Inc.

Servicing 21 counties in Western PA since 1983

BOB HEFFELFINGER
Vice President

p: 800-452-0892
f: 814-868-4071
e: bheffelfinger@aosi.us
WWW.AOSI.US

LEXMARK SAMSUNG OKI hp TOSHIBA

digitalSunrise
Technology for each new day

Neil Bechtold
SMB Consultant

nbechtold@digitalsunrise.com
www.digitalsunrise.com

1805 Lincoln Way East
Chambersburg, PA 17202
800.729.5678
Direct: 717.709.2912
Fax:717.261.1211

Lexmark

Donna Pratt
Senior Account Manager/US SLED
Government and Education Solutions
Lexmark Government Solutions

M 1.484.844.4368
donna.pratt@lexmark.com

Lexmark.com

lenovo. FOR THOSE WHO DO.

Joyce Porter
Channel Server Sales Specialist, Northeast

mobile 908 277-1869

1009 Think Place
Morrisville, NC 27560
jporter@lenovo.com

lenovo.com

lenovo. FOR THOSE WHO DO.

Howard Tobias
Account Executive, Public Sector
NJ, PA, DE, MD, DC

mobile 917 841-5079 htobias@lenovo.com

lenovo.com

Kevin Carlsen
Channel Account Manager
Global Commercial Channels

mobile +1 240 247 3113
fax +1 512 283 4088
email kevin_carlsen@dell.com

Dell Inc. One Dell Way, MS kevin_carlsen@dell.com
Round Rock, TX 78682 USA
www.dell.com

integraONE
www.integra1.net

Frank Potter
Account Manager

717.614.4330 Ext. 2112
Mobile 717.805.7424
fpotter@integra1.net

Data Center
Network Infrastructure
Collaborative Communications
Technical Services

1007 Mumma Road
Suite 100
Wormleysburg, PA 17043
Office 717.614.4330
Fax 717.828.1717
Toll free 800.582.6399

William Hitz
Enterprise Account Manager
Enterprise Solutions Group

DELL EMC

mobile 717 614 0994
email william.hitz@dell.com

Dell EMC
395 St. Johns Church Road
Camp Hill, PA 17011

DellEMC.com

BI Solutions, Inc.
Suite 101
914 N. Second Street
Harrisburg, PA 17102
JMartin@BISolutions.net
717-441-4980 (office)
717-695-3625 (fax)

Jeff Martin
Director of Sales
and Marketing

www.BISolutions.net

Certified WBENC Women's Business Enterprise

MICRO STRATEGIES
Technology Solutions. Business Results.

Chadd Crump
Client Solutions Executive

70 East Swedesford Road, Suite 140
Malvern, PA 19355
ccrump@microstrat.com

t: 484-320-8932
m: 610-420-0158
www.microstrat.com

MICRO STRATEGIES
Technology Solutions. Business Results.

Amy Wilder
Solutions Architect

70 East Swedesford Road, Suite 140
Malvern, PA 19355
awilder@microstrat.com

t: 484-320-8932
m: 973-461-9260
www.microstrat.com

BENJAMIN WILLIAMS
PRESIDENT

Office: 717.773.4254
Mobile: 717.602.2662
Fax: 717.910.0283

3544 N. Progress Avenue | Suite 104
Harrisburg, PA 17110

www.probitastek.com
bwilliams@probitastek.com

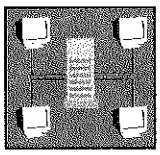
Probitas Technology
"Technology Solutions with Probity"

Mark Worms
Account Executive

NetApp
186 South Wood Ave
Islen, NJ 08816

201-400-4435 Direct

mark.worms@netapp.com
www.netapp.com



PPSU, Inc.

GEORGE PARKER
PRESIDENT

125 S. BLACK HORSE PIKE
WILLIAMSTOWN, NJ 08094

Phone: 856-875-2300
Fax: 856-875-2323
www.ppsu.biz

Email:
georgeparker@ppsu.biz

Full Service Computer Maintenance Company

RTI
RIVERSIDE TECHNOLOGIES INC
hardware, customization, integration & deployment

Kathy Toal-Philipsen
Territory Sales Executive
ktp@1rti.com

www.riversidetechnologies.com

PO Box 1115
Hanover, PA 17331
cell 717.521.6228
HPe LOCID # 10104756 | HPI LOCID # 10259318

Exclusive provider of TechProducts360 cases | www.TechProducts360.com

---

FRONTIER TECHNOLOGIES
Integration Done Right

Jayshree Moorthy
CEO

302.225.2530 x201 Office
302.521.1516 Cell
302.766.7080 Fax
JMoorthy@FTIusa.com

1200 First State Blvd., Suite 1248
Wilmington, DE 19804

CISCO

Daniel Burkholder
Account Manager
US Public Sector

Cisco
214 Senate Ave., Suite 603
Camp Hill, PA 17011
USA

Mobile: 717 576 2573
dburkhol@cisco.com

Pierson

Ryan Hogan
Business Development Representative
(717) 796-0493
(717) 796-0692
ryan@pierson.it

Pierson Computing Connection, Inc.
PO Box 206
New Kingstown, PA 17072

Adam Orton
Systems Engineer

NetApp
186 Wood Avenue South
Iselin, NJ 08830

732.744.7000 Main
732.744.7001 Fax
732.995.1242 Mobile

adam.orton@netapp.com
www.netapp.com

NetApp

Certified
Data Management Administrator

PREMIER SYSTEMS, LTD
FEDERAL TECHNOLOGY GROUP

PO Box 1730
Blue Bell, PA 19422
www.PremierSystemsLtd.com

STEPHEN REESE
VP Solutions

Mobile: 610-306-3175
EFax: 610-672-9890
Email: Stephen.Reese@pscltd.com

Hewlett Packard Enterprise

Hewlett Packard Enterprise

Steve Parker
Federal Strategic Programs

13600 EDS Drive
Herndon, Virginia 20171
M 617 922 2000
steve.parker2@hpe.com
hpe.com

Hewlett Packard Enterprise

Randy deBrauwere
Enterprise Account Manager
State & Local Gov't, K12 and Higher Ed

M 215 378 6991
randy.debrauwere@hpe.com
hpe.com

PREMIER SYSTEMS, LTD

P.O. Box 1730
Blue Bell, PA 19422
www.premiersystemsltd.com

Rene Feitelson
Senior Technical Consultant

Phone: 267-218-3505
Email: rene.feitelson@pscltd.com

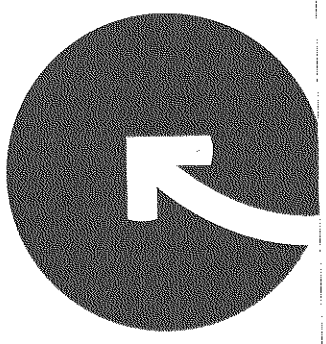
Home office:
1717 Gwynedd View Road
North Wales, PA 19454-3618

Pierson

Deb Pierson
President

(717) 796-0493
(717) 796-0692
deb@pierson.it

Pierson Computing Connection, Inc.
PO Box 206
New Kingstown, PA 17072



Pre-proposal Conference

RFP#6100039046

INFORMATION TECHNOLOGY HARDWARE

January 5, 2017

pennsylvania
OFFICE OF ADMINISTRATION

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

RFP Overview

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

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

Project: [RFP NAME/DESCRIPTION HERE]

Proposer Firm: _____

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 total contract value for Small Diverse Business and Small Business subcontracting participation.

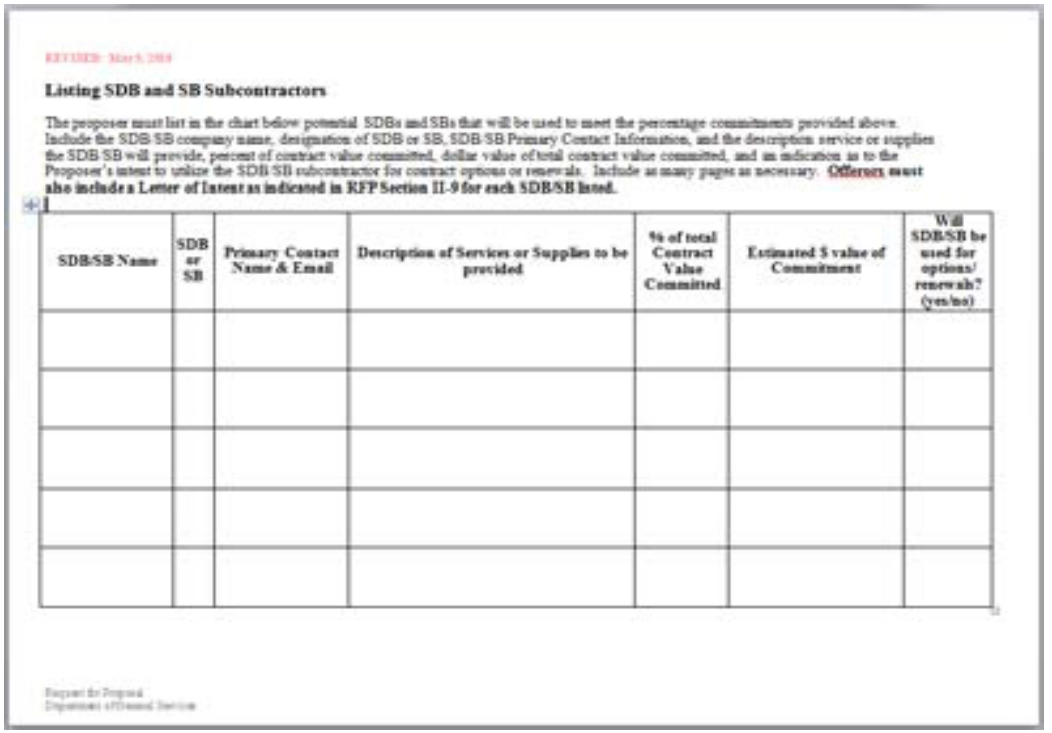
Small Diverse Business Subcontracting annual percentage commitment:

_____% _____ Percent
(Figure) (Written)

Small Business Subcontracting annual percentage commitment:

_____% _____ Percent
(Figure) (Written)

Request for Proposal
Department of General Services



Listing SDB and SB Subcontractors

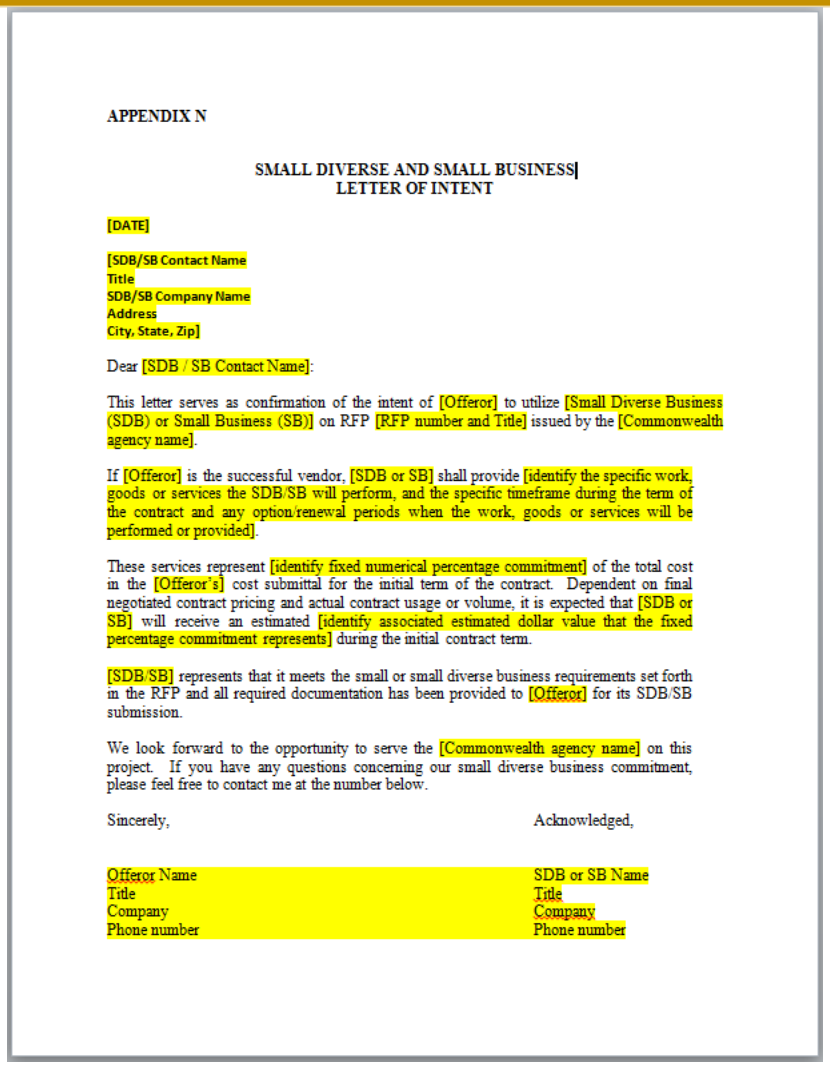
The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent 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 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

pennsylvania
OFFICE OF ADMINISTRATION

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,

Offeror Name
Title
Company
Phone number

Acknowledged,

SDB or SB Name
Title
Company
Phone number

pennsylvania
OFFICE OF ADMINISTRATION

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.

SDB/SB Raw Score =
TOTAL POINTS (2/3 x SDB% + 1/3 x SB% + 1/3 x SDB%)
Simplified to: 200 (SDB% + (SB% x 1/3))

- 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
Proposer 1: SDB Prime • 100% SDB Score = 200(1 + (1/3 x 0))	200 points
Proposer 2: SB Prime, with SDB Commitment • 100% SB; 15% SDB Commitment Score = 200 (.15 + (1/3 x 1))	96.67 points
Proposer 3: Non-SDB/SB Prime, with SDB/SB Commitments • 15% SDB Commitment; 10% SB Commitment • Score = 200 (.15 + (1/3 x .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-Thru

- 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.

pennsylvania
OFFICE OF ADMINISTRATION

Conclusion

Thank you for attending the Pre-proposal Conference

pennsylvania
OFFICE OF ADMINISTRATION

pennsylvania
OFFICE OF ADMINISTRATION

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

pennsylvania
OFFICE OF ADMINISTRATION

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

pennsylvania
OFFICE OF ADMINISTRATION

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.

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

13. REJECTED MATERIAL NOT CONSIDERED ABANDONED

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

14. ESTIMATED QUANTITIES

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

15. MANUFACTURER'S PRICE REDUCTION

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

16. SPECIAL REQUIREMENTS

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

17. WARRANTIES

(a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

(b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.

(c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.

(d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) All warranties shall survive final acceptance.

18. COMPENSATION

(a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.

(b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

19. BILLING REQUIREMENTS

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

(a) Vendor name and "Remit to " address, including SAP Vendor number;

(b) Bank routing information, if ACH;

(c) SAP Purchase Order number;

(d) Delivery Address, including name of Commonwealth agency;

(e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);

(f) Quantity provided;

(g) Unit price;

(h) Price extension;

(i) Total price; and

(j) Delivery date of Supplies or Services.

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

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

20. PAYMENT

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

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

(b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

(c) The Commonwealth will make contract payments through Automated Clearing House (ACH).

(i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).

(ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

(iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. TAXES

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

22. CONFIDENTIALITY

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

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

(i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;

(ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;

(iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;

(iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or

(v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

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

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

(i) Prepare an un-redacted version of the appropriate document, and

(ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and

(iii) Prepare a signed written statement that states:

(i) the attached document contains confidential or proprietary information or trade secrets;

(ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and

(iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

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

23. SENSITIVE INFORMATION

(a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.

(b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.

(c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

24. DATA BREACH OR LOSS

(a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.

(b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:

(c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

(d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.

(e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

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

25. COMMONWEALTH HELD HARMLESS

(a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

(b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

26. LIMITATION OF LIABILITY

(a) The Contractor’s liability to the Commonwealth under the Contract shall be limited to the greater of $250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

(i) bodily injury;

(ii) death;

(iii) intentional injury;

(iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

(v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.

(vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.

(b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

27. DEFAULT

(a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

(i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;

(ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;

(iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;

(iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;

(v) Improper delivery;

(vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;

(vii) Delivery of a defective item;

(viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;

(ix) Discontinuance of work without approval;

(x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

(xi) Insolvency or bankruptcy;

(xii) Assignment made for the benefit of creditors;

(xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;

(xiv) Failure to protect, to repair, or to make good any damage or injury to property;

(xv) Breach of any provision of the Contract;

(xvi) Failure to comply with representations made in the Contractor's bid/proposal; or

(xvii) Failure to comply with applicable industry standards, customs, and practice.

(b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

(c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

(d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

(e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

(f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

28. FORCE MAJEURE

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

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

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

29. TERMINATION PROVISIONS

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

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

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

(i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;

(ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

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

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

(b) **NON-APPROPRIATION**: The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose

(c) **TERMINATION FOR CAUSE**: The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

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

(i) Subject to Section 26, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

(ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.

(iii) Nothing in this subsection shall abidge 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.

(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 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		$ -

Commonwealth of Pennsylvania
IT Purchasing RFP
Appendix A: Pricelist Response Template
Lot 1: Desktop PCs, Laptops, Ultra Portable Laptops, & Associated Services: Options and Upgrades

Name & Title of Authorized Representative	Business Address	Phone Number	Email Address

Month	Number of Days in Month	Purchase Cost	Lease Cost	Total Cost
January	31			
February	28			
March	31			
April	30			
May	31			
June	30			
July	31			
August	31			
September	30			
October	31			
November	30			
December	31			
Number of Days			Total Cost	
Number of Months - Rounded Up				

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined the desktop information for number and desktop models it currently utilizes below. The Commonwealth is not limited to the below desktop models or configurations listed below. Please indicate if the solution meets the specifications (i.e. functions or "X" in the indicated column. If the solution exceeds the minimum specifications, please list the actual specifications in the Actual Value column.

Offeror Name:

Lot 1 - Desktop PCs

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined the desktop information for number and desktop models it currently utilizes below. The Commonwealth is not limited to the below desktop models or configurations listed below. Please indicate if the solution meets the specifications (i.e. functions or "X" in the indicated column. If the solution exceeds the minimum specifications, please list the actual specifications in the Actual Value column.

Model 1: Dell Inc.

Desktop Description	Minimum	Dell Inc. Desktop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Desktop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8500 Processor (9M Cache, up to 4.10 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2666 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 630		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 2 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 PCIe x16 (Gen 3) 1 PCIe x4 (Gen 3)		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	180W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	Dell Optimizer		
Miscellaneous			
Miscellaneous	Dell Premium Support Active Assist Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Model 2: Hewlett Packard

Desktop Description	Minimum	HP Inc. Desktop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Desktop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8500 Processor (9M Cache, up to 4.10 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2666 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 630		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 2 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 PCIe x16 (Gen 3) 1 PCIe x4 (Gen 3)		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	180W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	HP Sure Recover		
Miscellaneous			
Miscellaneous	HP Premium Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Model 3: Lenovo

Desktop Description	Minimum	Lenovo Desktop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Desktop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8500 Processor (9M Cache, up to 4.10 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2666 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 630		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 2 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 PCIe x16 (Gen 3) 1 PCIe x4 (Gen 3)		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	180W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	Lenovo Vantage		
Miscellaneous			
Miscellaneous	Lenovo Premium Support Active Assist Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Lot 1 - Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined the laptop information for number and laptop models it currently utilizes below. The Commonwealth is not limited to the below laptop models or configurations listed below. Please indicate if the solution meets the specifications (i.e. functions or "X" in the indicated column. If the solution exceeds the minimum specifications, please list the actual specifications in the Actual Value column.

Model 1: Dell Inc.

Laptop Description	Minimum	Dell Inc. Laptop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Laptop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8265U Processor (6M Cache, up to 3.90 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2400 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 620		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 1 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 - SD Card Reader		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	65W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	Dell Optimizer		
Miscellaneous			
Miscellaneous	Dell Premium Support Active Assist Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Model 2: Hewlett Packard

Laptop Description	Minimum	HP Inc. Laptop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Laptop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8265U Processor (6M Cache, up to 3.90 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2400 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 620		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 1 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 - SD Card Reader		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	65W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	HP Sure Recover		
Miscellaneous			
Miscellaneous	HP Premium Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Model 3: Lenovo

Laptop Description	Minimum	Lenovo Laptop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Laptop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8265U Processor (6M Cache, up to 3.90 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2400 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 620		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 1 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 - SD Card Reader		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	65W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	Lenovo Vantage		
Miscellaneous			
Miscellaneous	Lenovo Premium Support Active Assist Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Lot 1 - Ultra Portable Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined the ultra portable laptop information for number and ultra portable laptop models it currently utilizes below. The Commonwealth is not limited to the below ultra portable laptop models or configurations listed below. Please indicate if the solution meets the specifications (i.e. functions or "X" in the indicated column. If the solution exceeds the minimum specifications, please list the actual specifications in the Actual Value column.

Model 1: Dell Inc.

Ultra Portable Laptop Description	Minimum	Dell Inc. Ultra Portable Laptop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Laptop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8265U Processor (6M Cache, up to 3.90 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2400 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 620		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 1 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 - SD Card Reader		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	65W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	Dell Optimizer		
Miscellaneous			
Miscellaneous	Dell Premium Support Active Assist Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Model 2: Hewlett Packard

Ultra Portable Laptop Description	Minimum	HP Inc. Ultra Portable Laptop Model Name and Part Number	Actual Value (Please list if different from Minimum)
Manufacturer Name			
Model Name and Number			
Laptop Form Factor			
Warranty Term			
Processor			
Processor Type	Intel Core™ i5-8265U Processor (6M Cache, up to 3.90 GHz)		
Processor Count	1		
Memory			
Memory	8GB DDR4-2400 SDRAM (1x8GB)		
Storage			
Storage Drive Type(s)	256GB PCIe NVMe M.2 Class 40 Solid State Drive		
Graphics			
Graphics	Intel UHD Graphics 620		
Audio			
Audio Features	Realtek ALC3246 with Waves MaxxAudio		
Ports			
Ports	1 - RJ-45 Ethernet (10/100/1000) 1 - Headset Jack 2 - USB 3.1 Gen 1 1 - USB 2.0 1 - VGA 1 - DisplayPort 1 - HDMI		
Expansion Slots			
Expansion Slots	1 - SD Card Reader		
Keyboard			
Keyboard	USB Keyboard, Standard Layout		
Mouse			
Mouse	USB Optical Mouse		
Power Supply			
Power Supply	65W 85% efficient		
Operating System			
Operating System	Windows 10 Pro 64		
Additional Software			
Additional Software	HP Sure Recover		
Miscellaneous			
Miscellaneous	HP Premium Keyboard		
Total Cost			
Purchase Cost			
Lease Cost			

Lot 1 - Services - Options - Upgrades

Instructions for Offerors: Please indicate any of the below Services, Options, Upgrades, and/or Miscellaneous items your company offers. Please indicate if the item is a Service, Option, Upgrade, and/or Miscellaneous. Please list the Part No. if available. Please indicate if the item is Purchase Only, Lease Only, or Purchase or Lease. Please indicate if the item is Desktop Only, Laptop Only, Ultra Portable Laptop Only, or Desktop, Laptop, and Ultra Portable Laptop. Please indicate if the item is Hardware Only, Software Only, or Hardware and Software. Please indicate if the item is Installation Only, Configuration Only, or Installation and Configuration. If you have any questions regarding the below Services, Options, Upgrades, and/or Miscellaneous items, please contact the Commonwealth's Enterprise Technology Solutions Team.

Name of Service, Option, Upgrade, and/or Miscellaneous	Part No.	Service	Option	Upgrade	Miscellaneous	Purchase Only	Lease Only	Purchase or Lease	Desktop Only	Laptop Only	Ultra Portable Laptop Only	Desktop, Laptop, and Ultra Portable Laptop	Hardware Only	Software Only	Hardware and Software	Installation Only	Configuration Only	Installation and Configuration

Commonwealth of Pennsylvania
IT Hardware RFP
Pricing Proposal Response Template
Lot 2- Tablet RFx Rugged Devices Non-Traditional Desktops and Associated Services Options and Upgrades

Please note cells below will be automatically populated based on entries entered further down on this tab. Please be sure to scroll all the way down
Note that the "Recommended" Quantity for RFQ purposes will be populated per RFx with the actual quantity used on Form SCP-CSP-IFB or Participating Addendum

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	500	$ -	$ -	$ -
Rugged Laptop	500	$ -	$ -	$ -
Rugged Tablet	500	$ -	$ -	$ -
Non-Traditional Desktops	500	$ -	$ -	$ -
Products - Total	**500**	$ -	$ -	$ -

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			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Proposed Annual Volume	500		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer			
Model Number			
Tablet Minimum Requirements			
Processor (CPU) Type	Quad Core		
Processor Speed	1.6 GHz		
Operating System	Windows 10 or Android		
Memory	4 GB		
Hard Drive	64 GB		
Screen Size	10.1 inch		
Camera	Front and Rear Facing		
Stylus Capable/Ready	Yes		
Graphics	Integrated Graphics		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	WiFi 5 (802.11ac) and Dual Band		
Warranty	3 years		
Purchase Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

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			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Proposed Annual Volume	500		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer			
Model Number			
Rugged Laptop Minimum Requirements			
Processor (CPU) Type	Intel Core i5		
Processor Speed	2.4GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
Memory	8 GB		
Hard Drive	256 GB		
Screen Size	12.1 inch		
Camera	Front and Rear		
Optical Drive	DVD +/-R/+/-RW		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Certifications	MIL-STD-810 H Certified		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	WiFi 5 (802.11ac) and Dual Band		
Warranty	3 years, Keep Your Hard Drive		
Purchase Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Rugged Tablet			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Proposed Annual Volume	500		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer			
Model Number			
Rugged Tablet Minimum Requirements			
Processor (CPU) Type	Quad Core		
Processor Speed	1.6 GHz		
Operating System	Android / Windows		
Memory	4 GB		
Hard Drive	64 GB		
Screen Size	7 inch		
Camera	Front and Rear		
Optical Drive	N/A		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Certifications	MIL-STD-810 H Certified		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	WiFi 5 (802.11ac) and Dual Band		
Warranty	3 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			
Insert Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	500		
Cost per Unit (Purchase)			
Annual Cost per Unit (3 year lease)			
Manufacturer			
Model Number			
Non-Traditional Desktops Minimum Requirements			
Processor (CPU) Type	Intel Core i5		
Processor Speed	2.4GHz		
RAM	8 GB		
Hard Drive	256GB		
Graphics	Intel HD Graphics 630 or Intel		
Keyboard	USB Keyboard		
Platform Integrity	Trusted Platform Module 2.0 or Newer		
Network Interface	10/100/1000 BASE-T Ethernet		
USB Ports	4		
Warranty	3 years		
Purchase Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

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.

Optional Services					
Services	Unit of Measure	Historical Annual Volume (HAV)	Notes, if Any	One-time Cost Per Unit	Total Lifetime Cost
Installation	Per Machine	50		$ -	$ -
Onsite Asset Tagging	Per Machine	50		$ -	$ -
Onsite Asset Inventory	Per Machine	50		$ -	$ -
Drive Image Deployment	Per Machine	100		$ -	$ -
Offsite Image Deployment	Per Machine	100		$ -	$ -
Bundle - Install, Asset Deployment, Tag	Per Machine	100		$ -	$ -
Data Transfer	Per 50 GB	50		$ -	$ -
Application Re-Installation	Per Machine	50		$ -	$ -
Hard Drive Data Wipe	Per Machine	50		$ -	$ -
Hard Drive Shredding	Per Machine	50		$ -	$ -
Old Physical Disk Drive	Per Machine	50		$ -	$ -
Relocation within 25 Miles	Per Machine	25		$ -	$ -
Relocation Outside 25 Miles	Per Machine	5		$ -	$ -
Device Return to DGS Surplus Warehouse (1101 Fulton Street, Harrisburg, PA 17104)	Per Machine	50		$ -	$ -
Total		**0**			
Monitors	Approved Upgrades				
24" 1920x1080 Monitor, Height Adjustable with 3 year warranty	Per Monitor				
24" Display Port DP1 Monitor, Height Adjustable with 3 year warranty	Per Monitor				
24" UHD 3840 2160HD Monitor, Height Adjustable with 3 year warranty	Per Monitor				
32" UHD Display Port DP1 Monitor, Height Adjustable with 3 year warranty	Per Monitor				
SSD Upgrade	Per unit / per Machine				
Accidental Damage Protection	Per unit / per Machine				
Offsite Data Eradication	Per Machine				
Docking Station with Port Replicator	Per Unit				
Docking Station with Port Replicator and Device Locking	Per Unit				
1TB SSD Upgrade	Per Machine				
2TB 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 1TB SSD Upgrade	Per Machine				
12 Processor Upgrade	Per Machine				
RAM Upgrade - Additional 8 GB	Per Unit				
RAM Upgrade - Additional 4 GB	Per Unit				
RAM Upgrade - Additional 16 GB	Per Unit				
Touchscreen	Per Unit				
Hourly Rate Per Training	Per Hour Rate				
Professional Services					

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 Needs		
Accessibility Features / Software	Description	Cost

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

Pricing Tier	Total Unit
Lot 3 - Accessibility	1
Lot 3 - Small MFDs	1
Lot 3 - Tier 1	1
Lot 3 - Tier 2	1
Lot 3 - Tier 3	1
Lot 3 - Tier 4	1
Lot 3 - Tier

Commonwealth of Pennsylvania
CY Statewide RFP #
Cost Proposal Response Template
Lot 4 - Apple Desktops - Apple MacMini - Laptops - iMac - and Associated Services - Peripherals - & Accessories

Please note cells below will be automatically populated based on info entered further down on this tab. Please be sure to enter all the one-time

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
iMac		$ -	$ -	$ -
Mac Mini		$ -	$ -	$ -
MacBook		$ -	$ -	$ -
MacBook Pro		$ -	$ -	$ -
iPad Pro		$ -	$ -	$ -
iPad Air		$ -	$ -	$ -
iPad		$ -	$ -	$ -
Peripherals - Total		$ -	$ -	$ -
Services - Total				$ -
Grand Total (Hardware + Services)				$ -

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by the Integer "1" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specifications in the Actual Spec Column. Please note that inventory are not included in the base configuration.

Lot 4 - Apple Desktops

iMac			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
Mac Mini			
Component	iMac 24-inch with Retina 4.5K display		
Processor (CPU) Type	Apple M1 chip (8-core)		
Memory (RAM) Capacity	8GB of unified memory		
Storage	256GB SSD (NVMe-PCIe SSD) onboard		
Graphics	8-core GPU		
Networking	Gigabit Ethernet (10/100/1000)		
Wireless	802.11ax Wi-Fi 6 (802.11ax/ac/a/b/g/n)		
Bluetooth	Bluetooth 5.0		
Power Cord Required	Yes		
Keyboard Interface	USB-C		
Keyboard Layout	US English		
Mouse Interface	USB-C		
Mouse Type	Magic Mouse 2 Silver		
Dual Monitor Support (Y/N)	Yes		
Operating System	macOS Big Sur		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

Mac Mini			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
Mac Mini			
Component	Mac Mini with Apple M1 chip		
Processor (CPU) Type	Apple M1 chip (8-core)		
Memory (RAM) Capacity	8GB of unified memory		
Storage	256GB SSD (NVMe-PCIe SSD) onboard		
Graphics	8-core GPU		
Networking	Gigabit Ethernet (10/100/1000)		
Wireless	802.11ax Wi-Fi 6 (802.11ax/ac/a/b/g/n)		
Bluetooth	Bluetooth 5.0		
Power Cord Required	Yes		
Keyboard Interface	USB-C		
Keyboard Layout	US English		
Mouse Interface	USB-C		
Mouse Type	Magic Mouse 2 Silver		
Dual Monitor Support (Y/N)	Yes		
Operating System	macOS Big Sur		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

Mac Pro			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
Mac Pro			
Component	Mac Pro 8-core with Intel Xeon W		
Processor (CPU) Type	3.5GHz 8-core Intel Xeon W processor		
Memory (RAM) Capacity	32GB DDR4 ECC memory		
Storage	256GB SSD (NVMe-PCIe SSD) onboard		
Graphics	Radeon Pro 580X with 8GB of GDDR5 memory		
Networking	10Gb Ethernet (10GBASE-T)		
Wireless	802.11ac Wi-Fi		
Bluetooth	Bluetooth 5.0		
Power Cord Required	Yes		
Keyboard Interface	USB-C		
Keyboard Layout	US English		
Mouse Interface	USB-C		
Mouse Type	Magic Mouse 2 Silver		
Dual Monitor Support (Y/N)	Yes		
Operating System	macOS Big Sur		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

Lot 4 - Apple Laptops

Instructions for iMacs: The Commonwealth of Pennsylvania has outlined its standard Apple laptop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by the Integer "1" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specifications in the Actual Spec Column.

MacBook Air			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
MacBook Air			
Component	MacBook Air 13-inch with Apple M1 chip		
Processor (CPU) Type	Apple M1 chip with 8-core CPU		
Memory (RAM) Capacity	8GB of unified memory		
Storage	256GB SSD (NVMe-PCIe SSD) onboard		
Graphics	7-core GPU		
Networking	Gigabit Ethernet (10/100/1000)		
Wireless	802.11ax Wi-Fi 6 (802.11ax/ac/a/b/g/n)		
Bluetooth	Bluetooth 5.0		
Power Cord Required	Yes		
Keyboard Interface	USB-C		
Keyboard Layout	US English		
Mouse Interface	USB-C		
Mouse Type	Magic Mouse 2 Silver		
Dual Monitor Support (Y/N)	Yes		
Operating System	macOS Big Sur		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

MacBook Pro			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
MacBook Pro			
Component	MacBook Pro 13-inch with Apple M1 chip		
Processor (CPU) Type	Apple M1 chip with 8-core CPU		
Memory (RAM) Capacity	8GB of unified memory		
Storage	256GB SSD (NVMe-PCIe SSD) onboard		
Graphics	8-core GPU		
Networking	Gigabit Ethernet (10/100/1000)		
Wireless	802.11ax Wi-Fi 6 (802.11ax/ac/a/b/g/n)		
Bluetooth	Bluetooth 5.0		
Power Cord Required	Yes		
Keyboard Interface	USB-C		
Keyboard Layout	US English		
Mouse Interface	USB-C		
Mouse Type	Magic Mouse 2 Silver		
Dual Monitor Support (Y/N)	Yes		
Operating System	macOS Big Sur		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

Lot 4 - Apple iPads

Instructions for iMacs: The Commonwealth of Pennsylvania has outlined its standard Apple iPad configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by the Integer "1" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specifications in the Actual Spec Column.

iPad Pro			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
iPad Pro			
Component	iPad Pro 12.9-inch with Apple M1 chip		
Processor (CPU) Type	Apple M1 chip		
Memory (RAM) Capacity	8GB of unified memory		
Storage	256GB SSD (NVMe-PCIe SSD) onboard		
Graphics	8-core GPU		
Networking	Gigabit Ethernet (10/100/1000)		
Wireless	Wi-Fi 6 (802.11ax)		
Bluetooth	Bluetooth 5.0		
Power Cord Required	No		
Keyboard Interface	Smart Connector		
Keyboard Layout	US English		
Mouse Interface	Smart Connector		
Mouse Type	Magic Trackpad		
Dual Monitor Support (Y/N)	No		
Operating System	iPadOS		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

iPad Air			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
iPad Air			
Component	iPad Air 10.9-inch		
Processor (CPU) Type	A14 Bionic chip		
Memory (RAM) Capacity	4GB		
Storage	64GB SSD (NVMe-PCIe SSD)		
Graphics	4-core GPU		
Networking	Gigabit Ethernet (10/100/1000)		
Wireless	Wi-Fi 6 (802.11ax/ac/a/b/g/n)		
Bluetooth	Bluetooth 5.0		
Power Cord Required	No		
Keyboard Interface	Smart Connector		
Keyboard Layout	US English		
Mouse Interface	Smart Connector		
Mouse Type	Magic Trackpad		
Dual Monitor Support (Y/N)	No		
Operating System	iPadOS		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

iPad			
Model Requested	Proposal	1=Product that your spec sheet in the Minimum column meets? Put "1"	Actual Spec Proposed if Different
Minimum Requirements			
Make and Model Proposed			
Annual Cost per Unit (Hardware)			
Annual Cost per Unit (Extended Warranty)			
iPad			
Component	iPad 10.2-inch		
Processor (CPU) Type	A13 Bionic chip		
Memory (RAM) Capacity	3GB		
Storage	64GB SSD (NVMe-PCIe SSD)		
Graphics	4-core GPU		
Networking	Gigabit Ethernet (10/100/1000)		
Wireless	Wi-Fi 6 (802.11ax/ac/a/b/g/n)		
Bluetooth	Bluetooth 5.0		
Power Cord Required	No		
Keyboard Interface	Smart Connector		
Keyboard Layout	US English		
Mouse Interface	Smart Connector		
Mouse Type	Magic Trackpad		
Dual Monitor Support (Y/N)	No		
Operating System	iPadOS		
Warranty	1 year limited warranty		
Hardware Cost	$ -		
Annual Cost	$ -		

Lot 4 - Services - Options - Upgrades

Instructions for iMacs: 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 purchase option / upgrade cost, please provide a description for your reasoning in the comma separating "Notes" section. Please note all services / options / upgrades should be priced on a one per device.

Service/Warranty	Term	Purchase Cost	Lease Cost	Notes
Hardware Support	Per Year Cost	$ -		
Software Support	Per Year Cost	$ -		
Software Update Subscription	Per Year Cost	$ -		
Apple Care Protection Plan	Per Year Cost	$ -		
Mobile Device Management - MDM	Per Year Cost	$ -		
Configuration Management	Per Year Cost	$ -		
Asset Tracking Software	Per Year Cost	$ -		
Anti-Virus Software	Per Year Cost	$ -		
Anti-Malware Software	Per Year Cost	$ -		
Anti-Phishing Software	Per Year Cost	$ -		
Data Loss Prevention Software	Per Year Cost	$ -		
Software Encryption Software	Per Year Cost	$ -		
Remote Wipe Software	Per Year Cost	$ -		
Other (Please Describe in Notes Section)	Per Year Cost	$ -		
Total		$ -		
Apple Pencil	One Time Cost	$ -		
Apple Pencil (2nd Generation)	One Time Cost	$ -		
Keyboard	One Time Cost	$ -		
Smart Keyboard	One Time Cost	$ -		
Smart Keyboard Folio	One Time Cost	$ -		
Magic Keyboard	One Time Cost	$ -		
Magic Keyboard with Numeric Keypad	One Time Cost	$ -		
Magic Mouse 2 - Silver	One Time Cost	$ -		
Magic Mouse 2 - Space Gray	One Time Cost	$ -		
Magic Trackpad 2 - Silver	One Time Cost	$ -		
Magic Trackpad 2 - Space Gray	One Time Cost	$ -		
Thunderbolt 3 (USB-C) to Thunderbolt 2 Adapter	One Time Cost	$ -		
Thunderbolt Bolt Lock Kit	One Time Cost	$ -		
Thunderbolt 3 (USB-C) to Thunderbolt 3 (USB-C) Cable	One Time Cost	$ -		
Thunderbolt 3 (USB-C) to Thunderbolt 2 Adapter	One Time Cost	$ -		
Apple Watch	One Time Cost	$ -		
Apple Watch Series 6 GPS + Cellular, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Series 6 GPS, 40mm or 44mm	One Time Cost	$ -		
Apple Watch SE GPS + Cellular, 40mm or 44mm	One Time Cost	$ -		
Apple Watch SE GPS, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Series 3 GPS + Cellular, 38mm or 42mm	One Time Cost	$ -		
Apple Watch Series 3 GPS, 38mm or 42mm	One Time Cost	$ -		
Apple Watch Nike Series 6 GPS + Cellular, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Nike Series 6 GPS, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Nike SE GPS + Cellular, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Nike SE GPS, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Nike Series 3 GPS + Cellular, 38mm or 42mm	One Time Cost	$ -		
Apple Watch Nike Series 3 GPS, 38mm or 42mm	One Time Cost	$ -		
Apple Watch Hermès Series 6 GPS + Cellular, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Hermès Series 3 GPS + Cellular, 38mm or 42mm	One Time Cost	$ -		
Apple Watch Edition Series 6 GPS + Cellular, 40mm or 44mm	One Time Cost	$ -		
Apple Watch Edition Series 3 GPS + Cellular, 38mm or 42mm	One Time Cost	$ -		
Apple Watch Band	One Time Cost	$ -		
Apple Watch Sport Band	One Time Cost	$ -		
Apple Watch Sport Loop	One Time Cost	$ -		
Apple Watch Nike Sport Band	One Time Cost	$ -		
Apple Watch Nike Sport Loop	One Time Cost	$ -		
Apple Watch Hermès Single Tour	One Time Cost	$ -		
Apple Watch Hermès Double Tour	One Time Cost	$ -		
Apple Watch Leather Loop	One Time Cost	$ -		
Apple Watch Modern Buckle	One Time Cost	$ -		
Apple Watch Milanese Loop	One Time Cost	$ -		
Apple Watch Link Bracelet	One Time Cost	$ -		
Apple Watch Charging Cable	One Time Cost	$ -		
Apple Watch Magnetic Charging Dock	One Time Cost	$ -		
Apple Watch Hermès Charging Cable	One Time Cost	$ -		
Apple Watch Hermès Charging Dock	One Time Cost	$ -		
Apple TV	One Time Cost	$ -		
Apple TV 4K 32GB	One Time Cost	$ -		
Apple TV 4K 64GB	One Time Cost	$ -		
Apple TV HD 32GB	One Time Cost	$ -		
Apple TV HD 64GB	One Time Cost	$ -		
Apple TV Remote	One Time Cost	$ -		
Apple TV Power Cable	One Time Cost	$ -		
Apple TV Ethernet Adapter	One Time Cost	$ -		
Apple TV Digital AV Cable	One Time Cost	$ -		
Apple TV Component Cable	One Time Cost	$ -		
Apple TV Composite Cable	One Time Cost	$ -		
Apple TV Power Adapter	One Time Cost	$ -		
Apple TV Wall Mount	One Time Cost	$ -		
Apple TV Stand	One Time Cost	$ -		
Apple TV Remote Loop	One Time Cost	$ -		
Apple TV Remote Case	One Time Cost	$ -		
Apple TV Remote Battery	One Time Cost	$ -		
Apple TV Remote Charging Cable	One Time Cost	$ -		
Apple TV Remote Charging Dock	One Time Cost	$ -		
Apple TV Remote Charging Adapter

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 5: Servers and Associated Services, Options, & Upgrades

[illegible]

Device	Total Cost
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all server products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, E-4 of the RFP for Service Level Definitions

- Basic- 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting
- 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
- Critical - Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 5 - Servers - Best Value Configurations

Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
Storage	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]								
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive								
Flash								
				Total Cost			$	-

Best Value Medium End Server

[illegible]

Best Value High End Server 1A

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
Model Number					Enhanced	[illegible]		$
[illegible]	[illegible]				Critical	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	8 GB USB or better Memory Key For VMware ESXi 6							
[illegible]								
[illegible]								
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive								
Flash								
				Total Cost			$	-

Best Value High End Server 1B

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
Model Number					Enhanced	[illegible]		$
[illegible]	[illegible]				Critical	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
Storage								
[illegible]	[illegible]							
[illegible]								
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive	2 x 800GB SSD							
Flash	2 x 1.6 TB Flash Adapter							
				Total Cost			$	-

Lot 5 - Servers - Non Best Value Configurations

[illegible]	

Non-Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					Basic	[illegible]		$
[illegible]					[illegible]	[illegible]		$
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	4 years: Keep Your Hard Drive							
				Total Cost				

[illegible]	

Non-Best Value Medium End Server

[illegible]

Discount Off List for All Other High End Servers	

Non-Best Value High End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					Basic	[illegible]		$
[illegible]					Enhanced	[illegible]		$
[illegible]	[illegible]				Critical	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
				Total Cost				

Lot 5 - 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

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
[illegible]					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]					

Lot 5 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 5. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	[illegible]

Lot 5 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 5. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	[illegible]

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
Best Value Storage	$
Best Value Object Based Storage	$
Best Value Block Storage	$
Non-Best Value Storage	$
Non-Best Value Object Based Storage	$
Non-Best Value Block Storage	$
Products - Total	$
Services - Total	$
Product & Services - Grand Total	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
• Basic- 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
• 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.
• Critical - Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	25		$
Model Number					Enhanced	25		$
Hard Drive	[illegible]				Critical	25		$
Configured Disk Space	4 TB (RAID 5) with at least 1 hot spare							
Storage Controller Interface	[illegible]							
Fibre Channel Switch	[illegible]							
Fibre Cables	[illegible]							
Nodes	8 Storage Volume Controllers(SVC) nodes, configured in two(2) node [illegible]							
Nodes	These SVC I/O Groups are providing storage virtualization, compression and encryption for all of the protected storage tiers (approximately 1 PB [illegible]							
Software	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	4 years: Keep Your Hard Drive							
				Total Cost				$

Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	25		$
Model Number					Enhanced	25		$
Hard Drive	[illegible]				Critical	25		$
Configured Disk Space	4 TB (RAID 5) with at least 1 hot spare							
Storage Controller Interface	[illegible]							
Fibre Channel Switch	[illegible]							
Fibre Cables	[illegible]							
Nodes	8 Storage Volume Controllers (SVC) nodes, configured in two [illegible]							
Nodes	These SVC I/O Groups are providing storage virtualization, compression and encryption for all of the protected storage [illegible]							
Software	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Warranty	4 years: Keep Your Hard Drive							
				Total Cost				$

Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	25		$
Model Number					Enhanced	25		$
Hard Drive	[illegible]				Critical	25		$
Configured Disk Space	[illegible]							
Storage Controller Interface	[illegible]							
Fibre Channel Switch	[illegible]							
Fibre Cables	[illegible]							
Nodes	8 Storage Volume Controllers (SVC) nodes, configured in two(2) [illegible]							
Nodes	These SVC I/O Groups are providing storage virtualization, compression and encryption for all of the protected storage [illegible]							
Software	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Warranty	4 years: Keep Your Hard Drive							
				Total Cost				$

Lot 6 - Storage - Non Best Value Configurations

Discount Off List for All Other Storage	

Non-Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	25		$
Model Number					Enhanced	25		$
Hard Drive	[illegible]				Critical	25		$
Configured Disk Space	[illegible]							
Storage Controller Interface	[illegible]							
Fibre Channel Switch	[illegible]							
Fibre Cables	[illegible]							
Nodes	8 Storage Volume Controllers(SVC) nodes, configured in two(2) node [illegible]							
Nodes	These SVC I/O Groups are providing storage virtualization, compression and encryption for all of the protected storage tiers (approximately 1 PB [illegible]							
Software	All proprietary software required to operate and manage the SVC's is [illegible]							
Software	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	4 years: Keep Your Hard Drive							
				Total Cost				$

Discount Off List for All Other Object Based Storage	

Non-Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
Manufacturer					Basic	25		$
Model Number					Enhanced	25		$
Hard Drive	[illegible]				Critical	25		$
Configured Disk Space	[illegible]							
Storage Controller Interface	[illegible]							
Fibre Channel Switch	[illegible]							
Fibre Cables	[illegible]							
Nodes	8 Storage Volume Controllers (SVC) nodes, configured in [illegible]							
Nodes	These SVC I/O Groups are providing storage virtualization, compression and encryption for all of the protected storage [illegible]							
Software	All proprietary software required to operate and manage the [illegible]							
Software	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				$

Discount Off List for All Other Block Storage	

Non-Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
Manufacturer					Basic	25		$
Model Number					Enhanced	25		$
Hard Drive	[illegible]				Critical	25		$
Configured Disk Space	[illegible]							
Storage Controller Interface	[illegible]							
Fibre Channel Switch	[illegible]							
Fibre Cables	[illegible]							
Nodes	8 Storage Volume Controllers (SVC) nodes, configured in two(2) [illegible]							
Nodes	These SVC I/O Groups are providing storage virtualization, compression and encryption for all of the protected storage [illegible]							
Software	All proprietary software required to operate and manage the [illegible]							
Software	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				$

Lot 6 - 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	Unit of Measure	Historical Annual Volume	Notes, if Any	Cost per Unit (Purchase)	Total Service Cost
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
Options / Upgrades					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
Additional Options					

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

Accessibility Services / Options	Description	Cost

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

Consumption Based Pricing Model Proposed	Description	Cost

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 atttach 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

Service Performance Category		Account Management						
SLA ID	**Performance Metric**	**Description**	**Performance Threshold Level**	**Formula**	**Data Elements for Measurements & Reporting**	**Report(s)**	**Credits**	**Lot No.**
AM-01	Customer Inquiry Response Time (CIRT)	The Contractor must return phone calls or respond to emails regarding initial request, queries, and problems within a maximum of four (4) business hours after a phone call is placed or an email is received.	95%	Response Times (RT) = Total Number of responses to inquiries that are <= 4 Business hours by Total Inquiries (TI) = Total Number of inquiries CIRT = (RT/TI)*100	1. Response times for all calls by type per reporting period 2. Annual cumulative average response times to date to date 3. Total number of inquiries by type	Quarterly SLA Dashboard Reports and/or as directed by the DIA Contract Administrator	N/A	All
AM-02	Quote Accuracy Consistency (QAC)	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.	99%	Quote Errors (QE) = Total Number of Quotes recalculated or modified due to errors Total Quotes (TQ) = Total Number of Quotes QAC = ((TQ – QE)/TQ)*100	1. Total number of quotes that were reprocessed, modified, or recalculated due to errors per reporting period 2. Annual cumulative number of quotes that were reprocessed, modified, or recalculated due to errors to date 3. Total number of quotes processed per reporting period	Quarterly SLA Dashboard Reports and/or as directed by the DIA Contract Administrator	N/A	All
AM-03	Quote Delivery for Catalog Items (QDC)	The Contractor must provide quotes within two (2) business days of hardware currently in the Contractor's catalog to the requesting agency.	100%	On-Time Catalog Item Quote Delivery (CIQDs) = Total Number of quotes with contractor catalog items that are delivered <= 2 business day Total Catalog Item Quotes (TCIQ) = Total Number of quotes that consist of contractor catalog items QDCI = (CIQDs – /TCIQ)*100	1. Total Number of quotes that consist of contractor catalog items 2. Total Number of quotes with contractor catalog items that are delivered on or before one (1) Business day per reporting period 3. Total Number of quotes with contractor catalog items that were not delivered on or before one (1) Business day per reporting period 4. Annual cumulative totals for QDCI that are not delivered on time	Quarterly SLA Dashboard Reports and/or as directed by the DIA Contract Administrator	N/A	All
AM-04.1	Order Delivery (OD)	The Contractor must make delivery within fifteen (15) business days after receipt of an order. Dates will be agreed upon between the agency and Contractor.	100%	On-Time Order Delivery (ODOT) = Total Number of orders in which the contractor makes delivery on or within fifteen (15) business days after receipt of an order Total Orders Processed (TOP) = Total Number of orders processed OD = (ODOT/ TOP)*100	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 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 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	Quarterly SLA Dashboard Reports and/or as directed by the DIA Contract Administrator	2% Initial Credit. 1% 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%	On-Time Order Delivery (ODOT) = Total Number of orders in which the contractor makes delivery on or within one (1) business day of original promised delivery date Total Orders Processed (TOP) = Total Number of orders processed OD = (ODOT/ TOP)*100	1. Total number of orders processed within the reporting period 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 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 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	Quarterly SLA Dashboard Reports and/or as directed by the DIA Contract Administrator	2% Initial Credit. 1% additional per week. Capped at 10% total.	5,6
AM-05	Invoice Receipt (IR)	The Contractor must provide invoices for all orders within sixty (60) days from the order date.	100%	On-Time Invoice Receipt (OIRs) = Total number of invoices that were provided to the customer on or within sixty (60) days after order date during the reporting period Total Orders Processed (TOP) = Total Number of orders processed IR = (OIRs/ TOP)*100	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 DIA 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%	Total Hardware Item Replacement Claims (THRC) = Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware Total Hardware Items Replaced (THR) = the total number of hardware items that were replaced due to defective or incorrect hardware, on time DHR = (THR/THRC)*100	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 DIA 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%	Total Hardware Item Replacement Claims (THRC) = Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware Total Hardware Items Replaced (THR) = the total number of hardware items that were replaced due to defective or incorrect hardware, on time DHR = (THR/THRC)*100	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 DIA Contract Administrator	2% of the defective order value initially. 1% additional per week. Capped at 10% total.	5,6

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%	On-Time Data Delivery (ODOT) = 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 Total Orders Processed (TOP) = Total Number of orders processed DSD = (ODOT/ TOP)*100	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 DIA Contract Administrator	N/A	All
SM-02	Data Set Integrity (DSI)	The contractor must provide accurate and complete equipment data, materials, and specifications details using the formats, standards, and protocols defined by the Commonwealth	99%	Data Error Resubmissions (DER) = Total Number of data resubmissions to the customer due to errors related to format, accuracy, completeness, or noncompliance Total Data Submissions (TDS) = Total number of data submission attempts to the customer DSI = ((TDS – DER)/TDS)*100	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 DIA Contract Administrator	N/A	All
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	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). **Scale** 1 - Poor 2 - Fair 3 - Good 4 - Very Good 5 - Excellent CSR = C1(Score) + C2(Score) + C3(Score) + C4(Score) + C5(Score)	Annual Customer Survey administered by DIA will consist of the following categories: C1: Staff Professionalism and Courteousness C2: Responsiveness to customer inquiries, requests and/or problems C3: Timeliness, completeness, and accuracy of quotes, orders, and invoices C4: Contractor is engaged providing end-to-end guidance and support from initial quote to pre and post equipment delivery. C5: Demonstrates through actions a commitment to satisfying customer expectations and resolve problems	Annual Report or as directed by the DIA Contract Administrator	N/A	All

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

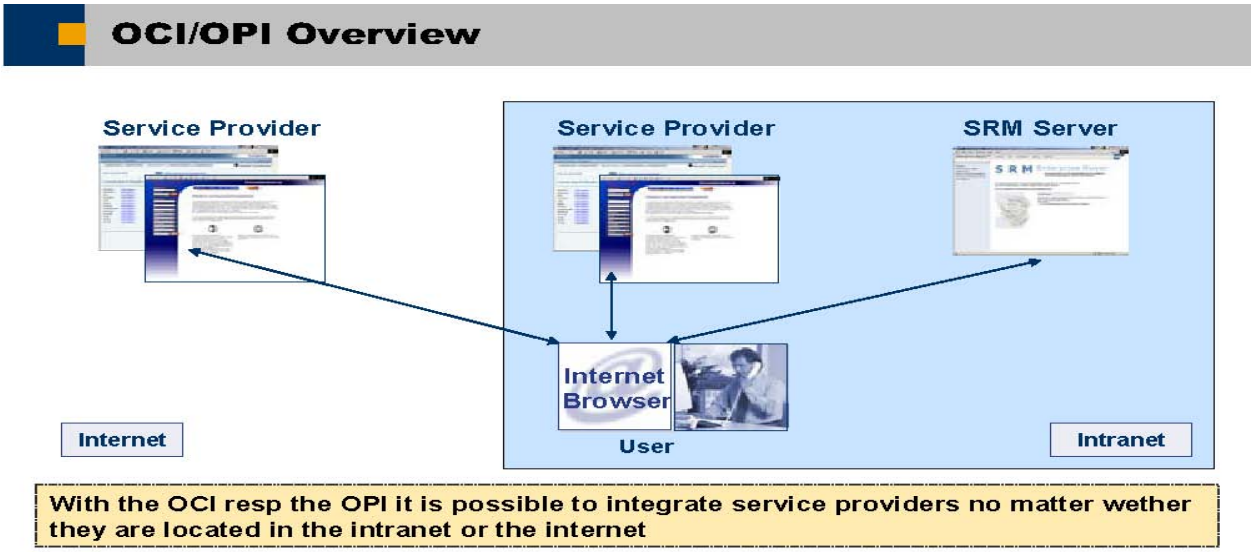
Open Catalog Interface: Structure

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.



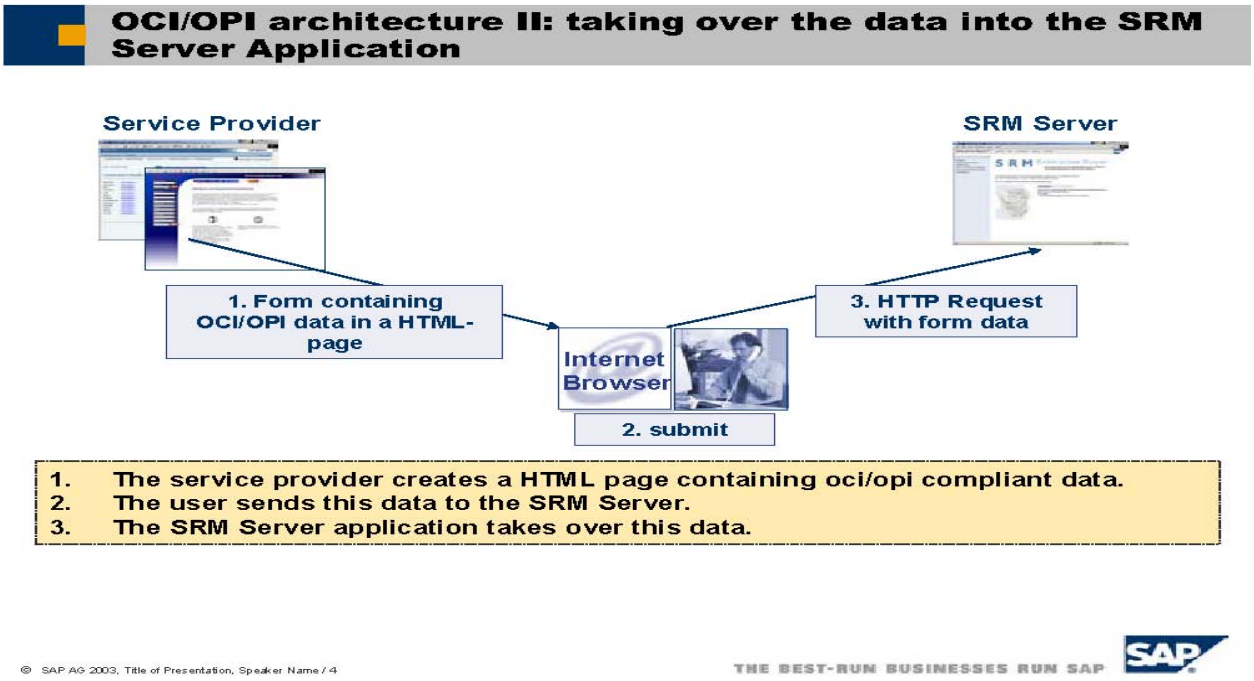
Graphic 1: System landscape

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.



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	BO	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	TON	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	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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[25]**

Part III—CRITERIA FOR SELECTION **[29]**

Part IV—WORK STATEMENT **[33]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Friday , January 20, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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, 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 <u>not</u> 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 <u>not</u> 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 **<u>are not</u>** 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* and available at: http://www.whitehouse.gov/omb/assets/omb/grants/sflllin.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 with 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 with 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 addiotnal 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 keep 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.

Questions & Answers
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
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
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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 reimage 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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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?	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.
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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."

36		II-1 Objections and Additions	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?	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 Offeors 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: "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." 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.”
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 Supplies and Related Services	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 6100039046, relating to Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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 Proposal shall consist of the following **three** separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal". 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

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
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 systems (servers/storage combined), along with associated services?	These devices will be procured through a separate procurement.
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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	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. 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?	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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."

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
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 destruction of any hard drive(s) upon the return of a Leased item." 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?	No, all cost should be included within the lease cost.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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	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. Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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?	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.
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
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 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. A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
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 Subcontracting 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 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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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, 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?	Statements of Work are prepared by the agency at the time of purchase.
132	38	IV-3-B-3	For Lots 5 and 6, many manufacturers to 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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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 considers 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?	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. Regarding average time, the Commonwealth does not have this information.
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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
146	38	IV-3-B-3	For the service of "installation," is the Offeror to assume that troubleshooting of general hardware, software and connectivity issues is not required of the Offeror?	The device must be fully functional to consider installation complete. Please refer to the response to Question #142.
147	38	IV-3-B-3	For the service of "installation," will the customer perform a backup of relevant user data prior to Offeror performing installation tasks?	Installation services are preformed prior to user data being placed of the device.
148	38	IV-3-B-3	For the service of "installation," is the Offeror to assume that hardware issues encountered during the time of installation will be coordinated for service by the Commonwealth with the manufacturer as part of associated warranty services?	Please refer to the response to Question #146.
149	38	IV-3-B-3	For the service of "asset tagging," is the Offeror to assume that the requested asset tag will be the OEM-installed serial number installed on the system unit during production of the unit?	This will be decided as part of the Statement of Work at the time of purchase.
150	38	IV-3-B-3	For the service of "asset tagging," is the Offeror to capture asset tag number and serial number(s) of associated devices using a barcode scanner?	This will be decided as part of the Statement of Work at the time of purchase.
151	38	IV-3-B-3	For the service of "asset tagging," is the Offeror to capture asset tag number and serial number(s) in writing?	This will be decided as part of the Statement of Work at the time of purchase.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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?	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 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
161	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to disconnect all peripheral equipment from the system unit at the end user location?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
162	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
164	38	IV-3-B-3	For the service of "Preparation for Shipment," will the purchasing agency provide a list of all equipment to be deinstalled by serial number and asset tag?	Yes.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
165	38	IV-3-B-3	For the service of "Preparation for Shipment," will the purchasing agency backup all data on each system, as well as ensure no confidential data remains on systems to be transported?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
166	38	IV-3-B-3	Can the Commonwealth confirm that the DGS warehouse located at 2221 Forster Street, Harrisburg, PA will remain the location of the DGS warehouse for the duration of this contract?	If this location changes during the term of the contract, OA OIT Procurement will review with the award Offeror(s) to determine if compensation will be granted for a change in location.
167	38	IV-3-B-3	For the service of "Device Return to DGS Surplus Warehouse," is the Offeror required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
168	38	IV-3-B-3	For the service of "Device Return to DGS Surplus Warehouse," is all relevant equipment required to be palletized for easy removal and storage at the DGS warehouse location?	Yes, pallets are required.

#	RFP Page Number	RFP Section Reference	Question	Answer
169	38	IV-3-B-3	For the service of "Device Return to DGS Surplus Warehouse," is the Offeror to provide equipment inventory being delivered to both agency and DGS warehouse personnel? What format would this inventory need to be in? Are there specific Commonwealth forms that are required to be filled out with delivery of returned equipment?	Yes. The inventory format will be agency-specific. Commonwealth will provide DGS Surplus Forms to the successful Contractors.
170	38	IV-3-B-3	For the service of "Device Return to DGS Surplus Warehouse," will the purchasing agency provide a dock and pallet jack for unloading of palletized PC equipment at the warehouse location, as well as provide an appointment date/time for delivery to ensure dock and warehouse availability?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
171	38	IV-3-B-3	For the service of "Device Return to DGS Surplus Warehouse," is the Offeror to work under supervision of the purchasing agency or directly with DGS on the return of equipment?	The Contractor will work under the supervision of the purchasing agency until arrival at the DGS Surplus Warehouse.
172	38	IV-3-B-3	Is there any limitation on the quantity of returned equipment that can be delivered at one time to the DGS warehouse?	The agency will work with DGS to determine delivery schedule.
173	38	IV-3-B-3	For the service of device relocation, can the Commonwealth confirm that the Offeror will be picking up pre-packed PCs from an agency location and delivering to a new location?	Yes, successful Contractors will be picking up pre-packed PCs from an agency location and delivering to a new location.

#	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.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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?	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 Submittal. See RFP 6100039046 Part II, Section II-4C5 for scoring methodology.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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 CCost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	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.
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	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. 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	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	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 What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)? What host platforms (server types) and operating systems/versions are present in the environment? What storage protocols will be considered — block, file, or both? How should we take this into account?	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.
219	Tab 6	Appendix C Cost Submittal	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? What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	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.	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 *Commonwealth Procurement Code*, 62 Pa. C.S. § 513(d), proposals "shall be opened so as to avoid disclosure of their contents to competing offerors."
229	Tab 5& 6	Appendix C Cost Submittal	Management software and process(es)? Will these be necessary in the response?	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.	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.
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
241	35	F.4	For Each Configuration: **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.
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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	The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document? Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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 Submittal	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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)?	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. 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.
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.	Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services. As to the type of lease, 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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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 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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
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 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.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
318		RFP	What agencies would procure product from this contract that cannot purchase off COSTARS? Why would an agency utilize one over the other?	Please refer the answer to Question #317.
319	8	I-12	The RFP states "Offerors shall submit two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive". Does the Commonwealth want two CD-ROMs or Flash drives with one copy on each?	Yes.
320	Lines 13-16; Lines 17-20 SLA ID AM-04.1 and SLA ID AM-04.2	Appendix K. SLAs	These SLAs appear to be created for OEMs selling direct. As a reseller of the equipment, we cannot control certain aspects of the requirements listed in these SLAs. Will the Commonwealth consider revising these requirements to accommodate resellers wishing to bid?	No.
321	5	I-5. Type of Contract	According to the RFP, "It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in Appendix A." Does the firm, fixed price refer to both product procurement and services contracts?	Yes.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
322	Lot 5 Configurations	Appendix C Cost Submittal	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

Questions & Answers
RFP 6100039046
Information Technology Hardware

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

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
337	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide availability requirements? E.g. 99%, 99.99% or 99.999% uptime requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
338	Lot 6 Line 33	Appendix C Cost Submittal	Do you want a total of 20 ports in the bid response or 20 ports per switch?	The minimum is 20 ports.
339	Lot 6 Lines 25, 33, 34	Appendix C Cost Submittal	The term “GB” is used – what does this mean (Gigabyte, Gigabit, something else)?	The term GB refer to “Gigabyte.”
340	Lot 6 Line 34	Appendix C Cost Submittal	How many switches do you want in the bid response – 1 or 2?	There is a minimum of 20 ports, regardless of the number of switches.
341	Lot 6 Line 35	Appendix C Cost Submittal	Why are you asking storage vendors to bid HBA’s. We think this belongs in the server lot	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
342	Lot 6 Lines 37, 38	Appendix C Cost Submittal	The term “SVC” is used. What does this mean? IBM’s virtualization engine? If we are not using IBM as our OEM supplier, how do we bid SVC? We were told we have to stay within one OEM’s product line.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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, *Acceptance*, 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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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 bask-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)

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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 *(imaging/asset tagging/BIOS)* adds time to the manufacturing process. How many additional days are acceptable for customized orders?	Additional time will be addressed between the Contractor and the agency if a change occurs after the start of integration.
362	SLA ID - AM-04.1	Appendix K. SLAs	Referencing the 10 Day SLA for product order to ship…is there a possibility this 10 day can/ will apply to only the base unit configuration without customization of upgrade options?	Applies to all units.
363	Lot 1, Desktops	Appendix C Cost Submittal	Since all microprocessors are not created equal, we believe using a generic parameter like clock speed could lead to disappointing performance, and therefore may not be in the best interest of the State. Would the Commonwealth consider adding Intel processors as a requirement, and that the Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered?	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.
364	Lot 1, Desktops	Appendix C Cost Submittal	The Commonwealth is requesting 1 DVI port on the desktop. Would you accept a DisplayPort an acceptable option?	Yes, a DisplayPort would be an acceptable option. If a replacement, then an adaptor to DVI must be included.

#	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 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.
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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
371	Lots 1, 2, and 4	Appendix C Cost Submittal	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: 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?	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.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
373	36	IV-3. A (5) (i)	***Lot #5 Requirement:*** "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." 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. [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.]	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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	***Lot #5 Requirement:*** "(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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5. a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references. b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.	a. Appendix H: The Commonwealth evaluate the products from a technical perspective. b. Appendix C: You are correct, costs will be evaluated based on the standard specifications provided. c. Technical standards are based on the specifications listed in Appendix C.

375	36	IV-3. A (3) and Cost Submittal	**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." How were the named vendors determined that appear on Appendix C? 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. 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., i. in the category of "Communications/Conferencing", Appendix C essentially names only Microsoft/Polycom as named communications suppliers. 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.	a. Correct. 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. c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.

#	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.	

376	36	IV-3. A (3) and Cost Submittal	***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."* *This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.* 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? 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	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. b. Please provide additional proposed technologies in Appendix H: Technical Submittal. c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.

#	RFP Page Number	RFP Section Reference	Question	Answer
			technologies, particularly in the categories of "video conferencing" and "communications". c. Would the Commonwealth consider separating these into different lots or solicitations?	
377	33	IV-2, C (2) (ii)	**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?	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.

378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	**<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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3 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. c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term. 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.	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

Questions & Answers
RFP 6100039046
Information Technology Hardware

#	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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[25]**

Part III—CRITERIA FOR SELECTION **[29]**

Part IV—WORK STATEMENT **[33]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Friday, January 20, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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, 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 <u>not</u> 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 Pprocurement 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 <u>not</u> 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 **<u>are not</u>** 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* and available at: http://www.whitehouse.gov/omb/assets/omb/grants/sflllin.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 with 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 with 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 addiotnal 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 keep 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		$ -

Commonwealth of Pennsylvania
IT Purchasing RFP
Lot 1 - Desktop PCs, Laptops, Ultra Portable Laptops & Associated Services: Options and Upgrades

Name & Title of Authorized Representative	Business Name of Authorized Representative	Purchase Cost	Lease Cost	Total Cost

Signature:	
Name of Business: Month/Year:	

Instructions Offerors: The form Commonwealth of Pennsylvania has authorized to execute transactions for. Location and Billing Authority Contact Information Name. This is a mandatory to use form and must be completed and signed by an authorized representative of the Commonwealth of Pennsylvania. Please indicate if this contract must be the case Illustrative. Illustrative or "N" in the indicated column. If this contract exceeds the minimum specifications, please list the actual specifications in the Actual Item Column.

Offeror Name:

Lot 1 - Desktop PCs

Instructions Offerors: Please complete each proposed unit by entering a "Y" in the Illustrative column. Please indicate the model number of the unit in the Illustrative Model column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column.

Basic Desktop

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	2 DIMM slots, one slot free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	256 GB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

Mid-Level Desktop

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	4 DIMM slots, two slots free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	512 GB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

High-End Desktop

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	4 DIMM slots, two slots free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	1 TB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

Lot 1 - Laptops

Instructions Offerors: Please complete each proposed unit by entering a "Y" in the Illustrative column. Please indicate the model number of the unit in the Illustrative Model column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column.

Basic Laptop

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	2 DIMM slots, one slot free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	256 GB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

Mid-Level Laptop

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	4 DIMM slots, two slots free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	512 GB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

High-End Laptop

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	4 DIMM slots, two slots free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	1 TB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

Lot 1 - Ultra Portable Laptops

Instructions Offerors: Please complete each proposed unit by entering a "Y" in the Illustrative column. Please indicate the model number of the unit in the Illustrative Model column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column. Please indicate if the unit is compliant with the Minimum Specifications by entering a "Y" in the Compliant column.

Basic Ultra Portable

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	2 DIMM slots, one slot free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	256 GB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

Mid-Level Ultra Portable

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	4 DIMM slots, two slots free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	512 GB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

High-End Ultra Portable

Minimum Specifications	Illustrative	Compliant	Actual Make, Model and Specifications
Processor Brand			
Processor Model Number			
Processor Speed			
Number of Cores			
Cache Size			
Memory			
Memory (Max Size)	DDR4 2666 or 3200 MHz (Max Size)		
Memory (Slots)	4 DIMM slots, two slots free, dual channel memory support		
Graphics			
Graphics	Integrated Intel UHD Graphics 730 or equivalent		
Storage			
Storage	1 TB PCIe NVMe M.2 SSD		
Audio			
Audio	Integrated High Definition Audio		
Networking			
Ethernet	10/100/1000 Mbps RJ-45 Ethernet		
Wireless	Intel Wi-Fi 6 AX201 2x2 802.11ax and Bluetooth 5.2		
Ports			
Front Ports	2 USB 3.2 Gen 1 Type-A, 1 USB 3.2 Gen 1 Type-C, 1 Headset		
Rear Ports	4 USB 3.2 Gen 1 Type-A, 1 USB 2.0, 1 RJ-45, 1 HDMI 1.4b, 1 DisplayPort 1.2, 1 Line-out, 1 Line-in		
Keyboard and Mouse			
Keyboard and Mouse	USB Wired Keyboard and Optical Mouse		
Power Supply			
Power Supply	180W 85% efficiency		
Operating System			
Operating System	Windows 11 Pro 64		
Warranty			
Warranty	3 years On-Site Next Business Day Pro, Keep Your Drive		

Manufacturer:	
Model:	

Lot 1 - Services - Options - Upgrades

Instructions Offerors: Please provide your proposed costs 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 those services / options / upgrades will be purchased at the Commonwealth's discretion. If you would not provide a service, option / upgrade, but please provide a denotion of such for your bookkeeping. Enter "unknown." Please note all services / options / upgrades should be priced on a per device.

Services	Purchase Cost	Lease Cost	Total Cost
Asset Tagging			
Custom Configuration			
Image Load			
Image Load and Configuration			
Image Load and Configuration Plus			
Image Load and Configuration Plus Plus			
Image Load and Configuration Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus			
Image Load and Configuration Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus Plus

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 fill out the Commonwealth's estimated Year One purchase and Year One lease quantities in the yellow cells below. Please provide your proposed cost per unit for each device in each of these lines.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	200	$ -	$ -	$ -
Rugged Tablet	100	$ -	$ -	$ -
Non-Traditional Desktops	100	$ -	$ -	$ -
Services - Total	400	$ -	$ -	$ -

Tablets - 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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	200		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	128 GB		
Screen Size	10.1 inch		
Camera	Front and Rear Camera		
Smart Card Reader	Integrated		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	3 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	256 GB		
Screen Size	10.1 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	4 years Apex Year Hard Drive Retention		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Rugged Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Android / Windows		
RAM	4 GB		
Hard Drive	64 GB		
Screen Size	7 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Non-Traditional Desktops Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	3.1 GHz		
RAM	8 GB		
Hard Drive	500GB		
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		
DVD Drive	1		
Warranty	4 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 on a cost per device.

Historical Options						
Description	Unit of Measure	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost	Notes
Installation	Per Machine	40			$ -	
Onsite Asset Tagging	Per Machine	40			$ -	
Offsite Asset Tagging	Per Machine	100			$ -	
Onsite Image Deployment	Per Machine	40			$ -	
Offsite Image Deployment	Per Machine	100			$ -	
Bundle - Install, Image/Deployment, Tag	Per Machine	100			$ -	
Data Transfer	Per Machine	40			$ -	
Data Wipe/Destruction	Per Machine	100			$ -	
Hard Drive Retention	Per Machine	40			$ -	
Pre-Promise Pick When	Per Machine	20			$ -	
4 HR Promise Pick When	Per Machine	20			$ -	
Next Day Promise Pick When	Per Machine	20			$ -	
Relocation Outside PA Metro	Per Machine	5			$ -	
Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)	Per Machine	100			$ -	
Desk	Each	100			$ -	
19" VGA / DVI/HD Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" Display Port DP/ Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" VGA DVI HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
27" DVI/Display Port/HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
One Year Warranty	Per year / per Machine				$ -	
Accidental Damage Protection	Per year / per Machine				$ -	
Optical Disk Replacement	Per Machine				$ -	
Docking Station with Port Replicator	Per Unit				$ -	
Docking Station with dual monitor and USB 3.0 ports	Per Unit				$ -	
8GB RAM upgrade	Per Machine				$ -	
16GB RAM upgrade	Per Machine				$ -	
32GB RAM upgrade	Per Machine				$ -	
1 TB SSD Upgrade	Per Machine				$ -	
2 TB SSD Upgrade	Per Machine				$ -	
M.2 1 TB SSD Upgrade	Per Machine				$ -	
M.2 2 TB SSD Upgrade	Per Machine				$ -	
2 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 Insurance	Per machine				$ -	
Rackmount	Per Unit				$ -	
Hourly Rate For Projects	Per Hour Rate				$ -	
Other - Please Specify	Each				$ -	

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 and list and the corresponding description and cost per service and / or option.

Accessibility Needs		
Accessibility Services / Options	Description	Cost

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

Pricing Tier	Total Unit
Lot 3 - Accessibility	1
Lot 3 - Small MFDs	1
Lot 3 - Tier 1	1
Lot 3 - Tier 2	1
Lot 3 - Tier 3	1
Lot 3 - Tier 4	1
Lot 3 - Tier

Commonwealth of Pennsylvania
CY Statewide RFP
Cost Proposal Response Template
Lot 4 - Apple Desktops - Apple Hardware - Laptops - iPads - and Associated Services - Options & Upgrades

Please note cells below will be automatically populated based on info entered further down within tab. Please be sure to enter all the info there

Device	Estimated Annual Quantity	Purchase Cost	Lease Cost	Total Cost
Desktops	1,000	$ -	$ -	$ -
Laptops	1,000	$ -	$ -	$ -
iPad Pro	1,000	$ -	$ -	$ -
iPad Air	1,000	$ -	$ -	$ -
iPad Mini	1,000	$ -	$ -	$ -
iPad Base	1,000	$ -	$ -	$ -
Accessories	500	$ -	$ -	$ -
Services	500	$ -	$ -	$ -
Options & Upgrades	500	$ -	$ -	$ -
Products Total	**6,000**	**$ -**	**$ -**	**$ -**
Grand Total				**$ -**
Annual Payment (monthly)				**$ -**

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.
Please note that monitors are not included in the base configuration.

Lot 4 - Apple Desktops

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4 Pro		
Processor Core Count	12-core CPU: 8 performance and 4 efficiency cores		
Memory	24GB of unified memory		
Storage	512GB SSD storage		
Graphics	16-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Studio M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Four Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple laptop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 13" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 15" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Pro 14" with M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	140W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple iPads

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple iPad configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 11" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 13" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	13-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Air 11" Chip	M3		
iPad Air 13" Chip	M3		
iPad Pro 11" and 13" Chip	M4		
Model Number	Model Number		
Processor	iPad Air 11" with M3		
Processor Core Count	8-core CPU: 4 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	9-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Mini 7	A17 Pro		
iPad Mini 8	A19 Pro		
Model Number	Model Number		
Processor	iPad Mini 7 with A17 Pro		
Processor Core Count	6-core CPU: 2 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	5-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	8.3-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - 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 service/ upgrade cost, please provide a detailed statement for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced as a one-per device.

Service / Option	Part Number	Notes	Purchase Cost	Lease Cost	Total Cost
AppleCare	Per Mac Item				
AppleCare+	Per Mac Item				
AppleCare+ for Mac	Per Mac Item				
AppleCare+ for Mac with Enhanced Priority Service	Per Mac Item				
AppleCare+ for Mac with Theft and Loss	Per Mac Item				
Apple Business Essentials	Per Mac Item				
Apple Business Essentials with Theft and Loss	Per Mac Item				
Apple Business Essentials with Enhanced Priority Service	Per Mac Item				
Apple Business Essentials with Theft and Loss and Enhanced Priority Service	Per Mac Item				
Additional Options					
Additional Options					
Additional Options

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 5: Servers and Associated Services, Options, & Upgrades

Device	Total Cost
[illegible]	$
Best Value Configuration Medium End Server	$
Best Value Configuration High End Server 1A	$
[illegible]	$
Non-Best Value Low End Server	$
Non-Best Value Medium End Server	$
Non-Best Value High End Server	$
Products - Total	$
Services - Total	$
Product & Services - Grand Total	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all server products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, E-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting
• 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
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 5 - Servers - Best Value Configurations

Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
Model Number					Enhanced	[illegible]		$
Processor (CPU) Type	[illegible]				Critical	[illegible]		$
Operating System	None Installed							
(RAM)	[illegible]							
Storage	[illegible]							
RAID	[illegible]							
Optical Drive	DVD-ROM							
Network	[illegible]							
HBA (Host Bus Adapter)								
Self-Cleansing Capabilities	Required							
Redundant Power	Optional							
Management Module	Required							
[illegible]	[illegible]							
[illegible]								
[illegible]	[illegible]							
				Total Cost				$

Best Value Medium End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]								
				Total Cost				$

Best Value High End Server 1A

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]								
				Total Cost				$

Best Value High End Server 1B

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]								
				Total Cost				$

Lot 5 - Servers - Non Best Value Configurations

Discount Off List for All Other Low End Servers

Non-Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Manufacturer					Basic	[illegible]		$
Model Number					Enhanced	[illegible]		$
Processor (CPU) Type	[illegible]				Critical	[illegible]		$
Operating System	None Installed							
(RAM)	[illegible]							
Hard Drive	[illegible]							
Optical Drive 1	DVD Writer							
Self-Cleansing Capabilities	Required							
Warranty	4 years; Keep Your Hard Drive							
				Total Cost				$

Discount Off List for All Other Medium End Servers

Non-Best Value Medium End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]								
Warranty	4 years; Keep Your Hard Drive							
				Total Cost				$

Discount Off List for All Other High End Servers

Non-Best Value High End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]								
Warranty	4 years; Keep Your Hard Drive							
				Total Cost				$

Lot 5 - 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)	Total Service Cost
Installation	Per Machine	[illegible]			$
Onsite Asset Tagging	Per Machine	[illegible]			$
Offsite Asset Tagging	Per Machine	[illegible]			$
Onsite Image Deployment	Per Machine	[illegible]			$
Offsite Image Deployment	Per Machine	[illegible]			$
[illegible]	Per Machine	[illegible]			$
Data Transfer	[illegible]	[illegible]			$
[illegible]	Per Machine	[illegible]			$
Hard Drive Removal	Per Machine	[illegible]			$
[illegible]	Per Machine	[illegible]			$
[illegible]	Per Machine	[illegible]			$
[illegible]	Per Machine	[illegible]			$
[illegible]	Per Machine	[illegible]			$
[illegible]	Per Machine	[illegible]			$
Total		[illegible]			$
[illegible]					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
Accidental Damage Protection	[illegible]				
RAM Upgrade - Additional [illegible]	Per Unit				
RAM Upgrade - Additional [illegible]	Per Unit				
RAM Upgrade - Additional [illegible]	Per Unit				
RAM Upgrade - Additional [illegible]	Per Unit				
RAM Upgrade - Additional [illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	Per Unit				
[illegible]	[illegible]				
[illegible]	Discount Off List				
[illegible]	Discount Off List				
Additional Options					

Lot 5 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 5. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

Accessibility Services / Options	Description	Cost

Lot 5 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 5. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

Consumption Based Pricing Model Proposed	Description	Cost

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
- Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
- 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.
- Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
Hard Drive	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost			$	-

Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
[illegible]	Hard drive size intermix capability within the storage							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost			$	-

Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
[illegible]	Hard drive size intermix capability within the storage							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost			$	-

Lot 6 - Storage - Non Best Value Configurations

[illegible]	

Non-Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
Hard Drive	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost			$	-

[illegible]	

Non-Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
[illegible]	Hard drive size intermix capability within the storage							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost			$	-

[illegible]	

Non-Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
[illegible]	Hard drive size intermix capability within the storage							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost			$	-

Lot 6 - 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

[illegible]	[illegible]	Historical Annual [illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
[illegible]					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]					

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	[illegible]

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	[illegible]

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.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

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.

Vendor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[25]**

Part III—CRITERIA FOR SELECTION **[29]**

Part IV—WORK STATEMENT **[33]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Friday, January 20, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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, 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 <u>not</u> 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* and available at: http://www.whitehouse.gov/omb/assets/omb/grants/sflllin.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 with 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 with 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 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 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 t 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 keep 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.

pennsylvania
OFFICE OF ADMINISTRATION

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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				A, Appendix K, and Appendix E."
36		II-1 Objections and Additions	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?	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 Offeors 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: "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." A suggested method of incorporating additional terms

#	RFP Page Number	RFP Section Reference	Question	Answer
				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."
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

#	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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				Proposal shall consist of the following **three** separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal". 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

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			destruction of any hard drive(s) upon the return of a Leased item." 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?	
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.

#	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	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. Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?	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.

#	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

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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. A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

#	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.
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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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 Subcontracting 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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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	Since the majority of the spend will be driven towards the Best Value configurations, please

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.	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.
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	Please refer to the answer to Question #127.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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 to 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.
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 considers 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?	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. Regarding average time, the Commonwealth does not have this information.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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.

#	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.

#	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?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
162	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
164	38	IV-3-B-3	For the service of "Preparation for Shipment," will the purchasing agency provide a list of all	Yes.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

#	RFP Page Number	RFP Section Reference	Question	Answer
			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages "resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth."
179	38	IV-3-B-3	For the service of "On-premise Disk Wipe," is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of "Off-premise Disk Wipe," will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

#	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.

#	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

#	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

#	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

#	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 CCost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	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.

#	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	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. 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	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	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 What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)? What host platforms (server types) and operating systems/versions are present in the environment? What storage protocols will be considered — block, file, or both? How should we take this into account?	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.
219	Tab 6	Appendix C Cost Submittal	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? What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	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.	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 *Commonwealth Procurement Code*, 62 Pa. C.S. § 513(d), proposals "shall be opened so as to avoid disclosure of their contents to competing offerors."
229	Tab 5& 6	Appendix C Cost Submittal	Management software and process(es)? Will these be necessary in the response?	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.

#	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.

#	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.

#	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	For Each Configuration: **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.

#	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	The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document? Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?	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.

#	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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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?	posted on January 20, 2017, as part of Addendum Number 7.
250	Lots 5 & 6 All Defined Configurations	Appendix C Cost Submittal	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.
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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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.	Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services. As to the type of lease, 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.
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.

#	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.

#	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 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.
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.

#	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

#	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.

#	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.

#	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.

#	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.

#	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

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	RFP Page Number	RFP Section Reference	Question	Answer
			and will they replicate to each other? If separate arrays will reside in separate data centers, how far apart will these be?	the needs of the agency at the time of order.
297	Lot 6 Non-best value object storage arrays	Appendix C Cost Submittal	The non-best value object storage array mentions FC, iSCSI, and IP-based, but the switches requested are to support 4 Gb/sec, which would be FC. Please clarify if the Commonwealth of PA looking for iSCSI, FC, or FCoE storage, and what switch technology.	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
298	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What types of IT administrative servers will be in use? Physical servers, or virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
299	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What server environment(s) will be deployed? Physical servers? Virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Server environments may include, but are not limited to, DEV, CIT, TRG, TFP, UAT, & PROD. Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
300	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What percentage of your current storage is a) Dell, b) EMC, c) HDS (Hitachi), d) HPE, e) IBM, f) NetApp, and g) Nimble?	This question has no bearing on an Offeror's response to this RFP.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	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.

#	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.

#	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.

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

#	RFP Page Number	RFP Section Reference	Question	Answer
			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 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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, *Acceptance*, 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 bask-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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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 *(imaging/asset tagging/BIOS)* 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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	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: 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?	1) Lease Type: Fair Market Value. 2) Payment Frequency: Annual. 3) Payment Timing: In advance following initial invoice.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.
373	36	IV-3. A (5) (i)	***Lot #5 Requirement:*** "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." 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. [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	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

#	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	***Lot #5 Requirement:*** "(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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5. a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references. b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.	a. Appendix H: The Commonwealth evaluate the products from a technical perspective. b. Appendix C: You are correct, costs will be evaluated based on the standard specifications provided. c. Technical standards are based on the specifications listed in Appendix C.
375	36	IV-3. A (3) and Cost Submittal	**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	a. Correct. b. The devices identified are strictly to be used for vendor

#	RFP Page Number	RFP Section Reference	Question	Answer
			Response Template, may submit a proposal for Lot 3." <u>How were the named vendors determined that appear on Appendix C?</u> 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. 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., i. in the category of "Communications/Conferencing", Appendix C essentially names only Microsoft/Polycom as named communications suppliers. 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.	comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order. c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.

#	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.	
376	36	IV-3. A (3) and Cost Submittal	***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."* *This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.* 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	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. b. Please provide additional proposed technologies in Appendix H: Technical Submittal. c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.

#	RFP Page Number	RFP Section Reference	Question	Answer
			data provided is not standardized across providers? 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". c. Would the Commonwealth consider separating these into different lots or solicitations?	
377	33	IV-2, C (2) (ii)	**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?	A communication device is a hardware device capable of transmitting an analog or digital signal over the telephone, other communication wire, or wirelessly. Yes.

#	RFP Page Number	RFP Section Reference	Question	Answer
				Yes.
378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	**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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3 a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references.b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term.	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

#	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 Appendix C, Cost Submittal Response	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 –

#	RFP Page Number	RFP Section Reference	Question	Answer
		Template, posted on January 20, 2017, as part of Addendum Number 7.		Options – Upgrades" rows 109, 110, 112, and 113. 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. 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).
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

#	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.

#	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.

#	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.

#	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.

pennsylvania
OFFICE OF ADMINISTRATION

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		$ -

Commonwealth of Pennsylvania
IT Hardware RFP
Lot 1 - Proposal Response Template
Lot 1 - Desktops, PCs - Laptops - Ultra Portables/Lowlines - Accessibility Needs - Services - Options - Upgrades

Device	Maximum Annual Volume	Purchase Cost	Lease Cost	Total Cost
Desktop PCs	5,000	$ -	$ -	$ -
Laptops	5,000	$ -	$ -	$ -
Ultra Portables	5,000	$ -	$ -	$ -
Low Powered	5,000	$ -	$ -	$ -
Grand Total	5,000	$ -	$ -	$ -

Lowest Cost	$ -
Highest Cost	$ -

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 meets 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.

Offers are Optional

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 meets 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 state Manufacturer(s) and Part Number(s) if Offered.

Standard Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i5-14500 (14 cores, 20 threads, 24MB Cache, up to 5.0 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB DDR5 4800 MHz		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x1 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

Mid-Powered Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i7-14700 (20 cores, 28 threads, 33MB Cache, up to 5.4 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	32 GB DDR5 4800 MHz		
Hard Drive	1 TB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x4 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

High-Powered Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i9-14900K (24 cores, 32 threads, 36MB Cache, up to 6.0 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	64 GB DDR5 4800 MHz		
Hard Drive	2 TB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x4 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

Lot 1 – Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard laptop configurations below. Please provide a cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed meets 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

Laptop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**Minimum Specifications**		
Processor	Intel Core i5-1335U (10 cores, 12 threads, 12MB Cache, up to 4.6 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB DDR4 3200 MHz		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

Mid-Powered Laptop

Laptop Requirement	High Powered	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**High Performance Laptop**		
Processor	Intel Core i7-1365U (12 cores, 14 threads, 12MB Cache, up to 5.2 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	32 GB DDR4 3200 MHz		
Hard Drive	1 TB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

High-Powered Laptop

Laptop Requirement	High Performance	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**High Performance Laptop**		
Processor	Intel Core i9-13900H (14 cores, 20 threads, 24MB Cache, up to 5.4 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	64 GB DDR5 4800 MHz		
Hard Drive	2 TB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest 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 meets 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

Laptop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**Ultra Portable Laptop / Tablet**		
Processor	Intel Core i5-1335U (10 cores, 12 threads, 12MB Cache, up to 4.6 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB LPDDR5		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

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, And Maintenance. If you cannot provide a particular option, Upgrade cost, please provide a detailed statement for your reasoning in the corresponding "Notes" section. Please note all services, Options, Upgrades should be priced on a one per device.

Desired Services	Maximum Annual Volume	Purchase	Lease	Total Cost	Notes
Installation	5,000	$ -	$ -	$ -	
Next Day Hardware	5,000	$ -	$ -	$ -	
Same Day Hardware	5,000	$ -	$ -	$ -	
Same Day Hardware 4 hr	5,000	$ -	$ -	$ -	
Hardware Maintenance	5,000	$ -	$ -	$ -	
Hardware Maintenance 4hr	5,000	$ -	$ -	$ -	
Accidental Damage	5,000	$ -	$ -	$ -	
Asset Tagging	5,000	$ -	$ -	$ -	
Additional Options, Upgrades, Services, Maintenance, Etc. Not Listed Above	5,000	$ -	$ -	$ -	
Total		$ -	$ -	$ -	

Additional Options				
Additional Option	Per Device			
Additional Option	Per Device			
Additional Option	Per Device			

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 fill out the Commonwealth's estimated Year One purchase and Year One lease quantities in the yellow cells below. Please provide your proposed cost per unit for each device in each of these lines.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	200	$ -	$ -	$ -
Rugged Tablet	100	$ -	$ -	$ -
Non-Traditional Desktops	100	$ -	$ -	$ -
Services - Total	400	$ -	$ -	$ -

Tablets - 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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	200		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	128 GB		
Screen Size	10.1 inch		
Camera	Front and Rear Camera		
Smart Card Reader	Integrated		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	3 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	256 GB		
Screen Size	10.1 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	4 years Apex Year Hard Drive Retention		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Rugged Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Android / Windows		
RAM	4 GB		
Hard Drive	64 GB		
Screen Size	7 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Non-Traditional Desktops Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	3.1 GHz		
RAM	8 GB		
Hard Drive	500GB		
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		
DVD Drive	1		
Warranty	4 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 on a cost per device.

Historical Options						
Description	Unit of Measure	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost	Notes
Installation	Per Machine	40			$ -	
Onsite Asset Tagging	Per Machine	40			$ -	
Offsite Asset Tagging	Per Machine	100			$ -	
Onsite Image Deployment	Per Machine	40			$ -	
Offsite Image Deployment	Per Machine	100			$ -	
Bundle - Install, Image/Deployment, Tag	Per Machine	100			$ -	
Data Transfer	Per Machine	40			$ -	
Data Wipe/Destruction	Per Machine	100			$ -	
Hard Drive Retention	Per Machine	40			$ -	
Pre-Promise Pick When	Per Machine	20			$ -	
4 HR Promise Pick When	Per Machine	20			$ -	
Next Day Promise Pick When	Per Machine	20			$ -	
Relocation Outside PA Metro	Per Machine	5			$ -	
Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)	Per Machine	100			$ -	
Desk	Each	100			$ -	
19" VGA / DVI/HD Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" Display Port DP/ Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" VGA DVI HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
27" DVI/Display Port/HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
One Year Warranty	Per year / per Machine				$ -	
Accidental Damage Protection	Per year / per Machine				$ -	
Optical Disk Replacement	Per Machine				$ -	
Docking Station with Port Replicator	Per Unit				$ -	
Docking Station with dual monitor and USB 3.0 ports	Per Unit				$ -	
8GB RAM upgrade	Per Machine				$ -	
16GB RAM upgrade	Per Machine				$ -	
32GB RAM upgrade	Per Machine				$ -	
1 TB SSD Upgrade	Per Machine				$ -	
2 TB SSD Upgrade	Per Machine				$ -	
M.2 1 TB SSD Upgrade	Per Machine				$ -	
M.2 2 TB SSD Upgrade	Per Machine				$ -	
2 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 Insurance	Per machine				$ -	
Rackmount	Per Unit				$ -	
Hourly Rate For Projects	Per Hour Rate				$ -	
Other - Please Specify	Each				$ -	

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 and list and the corresponding description and cost per service and / or option.

Accessibility Needs		
Accessibility Services / Options	Description	Cost

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

Offering	Total Cost
Lot 3 - Peripherals	$ -
Lot 3 - Accessibility	$ -
Lot 3 - MFDs	$ -
Lot 3 - Small MFDs	$ -
Lot 3 - Total	$ -

Offeror Name:

Lot 3 - General IT Peripherals

Markup by Manufacturer

Instructions: Please provide one markup per vendor here for the Manufacturers listed below. Any 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 not listed	

Manufacturer Name	Manufacturer Part Number	Markup %	Minimum %
A4Tech	A4Tech Mouse	0%	0.00% Min
Acer	Acer Mouse	0%	0.00% Min
Adesso	Adesso Mouse	0%	0.00% Min
Alienware	Alienware Mouse	0%	0.00% Min
Apple	Apple Mouse	0%	0.00% Min
Asus	Asus Mouse	0%	0.00% Min
Belkin	Belkin Mouse	0%	0.00% Min
Corsair	Corsair Mouse	0%	0.00% Min
Dell	Dell Mouse	0%	0.00% Min
Fellowes	Fellowes Mouse	0%	0.00% Min
Gigabyte	Gigabyte Mouse	0%	0.00% Min
Goldtouch	Goldtouch Mouse	0%	0.00% Min
Hewlett Packard	Hewlett Packard Mouse	0%	0.00% Min
Kensington	Kensington Mouse	0%	0.00% Min
Logitech	Logitech Mouse	0%	0.00% Min
Microsoft	Microsoft Mouse	0%	0.00% Min
Razer	Razer Mouse	0%	0.00% Min
Roccat	Roccat Mouse	0%	0.00% Min
Steelseries	Steelseries Mouse	0%	0.00% Min
Targus	Targus Mouse	0%	0.00% Min
Wacom	Wacom Mouse	0%	0.00% Min

Market Basket

Instructions: Please provide the unit cost for each item below. The Commonwealth will print, review all of the markup provided above, and the estimated incrementality. Additionally, please indicate if any item has been discontinued - only items proposed as Spot Offerors will be evaluated. The volume provided is the historical annual volume and not the award forecasted purposes. Alternative items must meet the same spec or higher

Unit Cost for the recommended item in the Market Basket. Alternative items are only to be used if there is a clear, like-for-like difference from the item specified.

#	Market Basket Item	Item Manufacturer	Manufacturer Part Number	Manufacturer Market Basket Unit Cost 2022	Manufacturer Market Basket Unit Cost 2023	Manufacturer Market Basket Unit Cost 2024	Markup Percentage	Contract Unit Price Inclusive of Markup (Unit Cost)	Market Basket Volume
1	Mouse	Logitech	M185 - Wireless Mouse - Swift Grey						1
2	Mouse	Logitech	M330 - Silent Plus Wireless Mouse - Charcoal						1
3	Mouse	Logitech	M510 - Wireless Mouse - Unifying Receiver - Graphite						1
4	Mouse	Logitech	M705 - Marathon Wireless Mouse - Unifying Receiver - Black						1
5	Mouse	Logitech	Wireless Mouse M325						1
6	Mouse	Logitech	M720 Triathlon Multi-Device Wireless Mouse						1
7	Mouse	Logitech	M310 Wireless Mouse - Blue						1
8	Mouse	Logitech	M325 Wireless Mouse - Red						1
9	Mouse	Logitech	M325 Wireless Mouse - Blue						1
10	Mouse	Logitech	M325 Wireless Mouse - Black						1
11	Mouse	Logitech	M325 Wireless Mouse - Pink						1
12	Mouse	Logitech	M325 Wireless Mouse - Purple						1
13	Mouse	Logitech	M325 Wireless Mouse - Teal						1
14	Mouse	Logitech	M325 Wireless Mouse - Yellow						1
15	Mouse	Logitech	M325 Wireless Mouse - Orange						1
16	Mouse	Logitech	M325 Wireless Mouse - Lime						1
17	Mouse	Logitech	M325 Wireless Mouse - Coral						1
18	Mouse	Logitech	M325 Wireless Mouse - Grey						1
19	Mouse	Logitech	M325 Wireless Mouse - Dark Red						1
20	Mouse	Logitech	M325 Wireless Mouse - Dark Blue						1
21	Mouse	Logitech	M325 Wireless Mouse - Dark Green						1
22	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
23	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
24	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
25	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
26	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
27	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
28	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
29	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
30	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
31	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
32	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
33	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
34	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
35	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
36	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
37	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
38	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
39	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
40	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
41	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
42	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
43	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
44	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
45	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
46	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
47	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
48	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
49	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
50	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
51	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
52	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
53	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
54	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
55	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
56	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
57	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
58	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
59	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
60	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
61	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
62	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
63	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
64	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
65	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
66	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
67	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
68	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
69	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
70	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
71	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
72	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
73	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
74	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
75	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
76	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
77	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
78	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
79	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
80	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
81	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
82	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
83	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
84	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
85	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
86	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
87	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
88	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
89	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
90	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
91	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
92	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1
93	Mouse	Logitech	M325 Wireless Mouse - Dark Coral						1
94	Mouse	Logitech	M325 Wireless Mouse - Dark Grey						1
95	Mouse	Logitech	M325 Wireless Mouse - Dark Pink						1
96	Mouse	Logitech	M325 Wireless Mouse - Dark Purple						1
97	Mouse	Logitech	M325 Wireless Mouse - Dark Teal						1
98	Mouse	Logitech	M325 Wireless Mouse - Dark Yellow						1
99	Mouse	Logitech	M325 Wireless Mouse - Dark Orange						1
100	Mouse	Logitech	M325 Wireless Mouse - Dark Lime						1

Lot 3 - Small MFDs

Instructions for Offerors: Small multifunctional devices (MFDs) are included as a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out in are those in orange. The requirements listed below are minimum requirements for all MFD models. Please note this information may assume when providing vendor type further below.

Category	Minimum Requirement
Printer Functionality	
Print Technology	Monochrome
Printed pages will not be tampered, scanned, faxed, or transmitted immediately with no damage to engine	Mandatory
Black and White Printing	
Print Speed (Black and White)	Monochrome
Print Resolution (Black and White)	Monochrome
Duplex Printing	Monochrome
Two-sided printing, program selectable distribution tray	Yes/Advisory
Time between Standby Mode to first page being fully delivered from the MFD outside of a fax	Mandatory
First page out time (Black and White)	Monochrome
Duplex Printing	Monochrome
Automatic Document Feeder	Monochrome
Media Size, Input, and Tray	
Input Capacity (Standard)	Monochrome
Input Capacity (Maximum)	Monochrome
Maximum Duplex	Monochrome
Minimum and maximum paper size supported	Mandatory
Media Supported	Monochrome
Minimum Paper Input Capacity	500 sheets
Wireless and Mobile Printing	
Wireless Printing	Local
Mobile Printing	Mandatory
Connectivity and Interoperability	
Ethernet, and capable to print via USB	Monochrome
Ethernet (10/100/1000)	Monochrome
Wireless (802.11b/g/n)	Monochrome
Bluetooth (4.0 or newer)	Monochrome
Minimum and maximum network supported	Mandatory
Network Protocols Supported	Monochrome
Minimum Paper Input Capacity	500 sheets
Software and Security	
Software Compatibility	Local
Software Compatibility	Monochrome
**Compatibility

Commonwealth of Pennsylvania
CY Statewide RFP
Cost Proposal Response Template
Lot 4 - Apple Desktops - Apple Hardware - Laptops - iPads - and Associated Services - Options & Upgrades

Please note cells below will be automatically populated based on info entered further down within tab. Please be sure to enter all the info there

Device	Estimated Annual Quantity	Purchase Cost	Lease Cost	Total Cost
Desktops	1,000	$ -	$ -	$ -
Laptops	1,000	$ -	$ -	$ -
iPad Pro	1,000	$ -	$ -	$ -
iPad Air	1,000	$ -	$ -	$ -
iPad Mini	1,000	$ -	$ -	$ -
iPad Base	1,000	$ -	$ -	$ -
Accessories	500	$ -	$ -	$ -
Services	500	$ -	$ -	$ -
Options & Upgrades	500	$ -	$ -	$ -
Products Total	**6,000**	**$ -**	**$ -**	**$ -**
Grand Total				**$ -**
Annual Payment (monthly)				**$ -**

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.
Please note that monitors are not included in the base configuration.

Lot 4 - Apple Desktops

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4 Pro		
Processor Core Count	12-core CPU: 8 performance and 4 efficiency cores		
Memory	24GB of unified memory		
Storage	512GB SSD storage		
Graphics	16-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Studio M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Four Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple laptop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 13" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 15" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Pro 14" with M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	140W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple iPads

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple iPad configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 11" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 13" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	13-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Air 11" Chip	M3		
iPad Air 13" Chip	M3		
iPad Pro 11" and 13" Chip	M4		
Model Number	Model Number		
Processor	iPad Air 11" with M3		
Processor Core Count	8-core CPU: 4 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	9-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Mini 7	A17 Pro		
iPad Mini 8	A19 Pro		
Model Number	Model Number		
Processor	iPad Mini 7 with A17 Pro		
Processor Core Count	6-core CPU: 2 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	5-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	8.3-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - 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 service/ upgrade cost, please provide a detailed statement for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced as a one-per device.

Service / Option	Part Number	Notes	Purchase Cost	Lease Cost	Total Cost
AppleCare	Per Mac Item				
AppleCare+	Per Mac Item				
AppleCare+ for Mac	Per Mac Item				
AppleCare+ for Mac with Enhanced Priority Service	Per Mac Item				
AppleCare+ for Mac with Theft and Loss	Per Mac Item				
Apple Business Essentials	Per Mac Item				
Apple Business Essentials with Theft and Loss	Per Mac Item				
Apple Business Essentials with Enhanced Priority Service	Per Mac Item				
Apple Business Essentials with Theft and Loss and Enhanced Priority Service	Per Mac Item				
Additional Options					
Additional Options					
Additional Options

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 5: Servers and Associated Services, Options, & Upgrades

Device	Total Cost
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all server products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, E-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting
• 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
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates

Lot 5 - Servers - Best Value Configurations

Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		#
[illegible]					[illegible]	[illegible]		#
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		#
[illegible]	[illegible]							
[illegible]	[illegible]							
Storage	[illegible]							
[illegible]	[illegible]							
							Total Cost	

Best Value Medium End Server

Best Value High End Server 1A

Best Value High End Server 1B

Lot 5 - Servers - Non Best Value Configurations

Discount Off List for All Other Low End Servers

Discount Off List for All Other Medium End Servers

Discount Off List for All Other High End Servers

Non-Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		#
[illegible]					[illegible]	[illegible]		#
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		#
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Warranty	4 years; Keep Your Hard Drive							
							Total Cost	

Non-Best Value Medium End Server

Non-Best Value High End Server

Lot 5 - 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

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total		[illegible]			#

Additional Options

Lot 5 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 5. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	Cost

Lot 5 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 5. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	Cost

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#
[illegible]	#

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
• 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.
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage | **Best Value Object Based Storage** | **Best Value Block Storage**

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	Write cache backup integrity and dual copy (battery backed cache)							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				

Lot 6 - Storage - Non Best Value Configurations

Non Best Value Storage | **Non Best Value Object Based Storage** | **Non Best Value Block Storage**

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]							
Software	All proprietary software required to operate and manage the SAN is [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed cache)							
Warranty	[illegible]							
				Total Cost				

Lot 6 - 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

[illegible]	[illegible]	Historical Annual [illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
[illegible]	[illegible]	[illegible]			#
Total		[illegible]			#
[illegible]					
[illegible]	[illegible]				
[illegible]	Discount Off List				
[illegible]	Discount Off List				
[illegible]					

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	[illegible]

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	[illegible]

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.

#	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.

#	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.

#	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.

#	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 reimage the device with Windows 10 Enterprise or provide the vendor with Windows 10 Enterprise licensing information at the time of the purchase.

#	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.

#	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.

#	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

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				A, Appendix K, and Appendix E."
36		II-1 Objections and Additions	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?	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: "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." A suggested method of incorporating additional terms

#	RFP Page Number	RFP Section Reference	Question	Answer
				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."
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

#	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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				Proposal shall consist of the following **three** separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal". 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

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			destruction of any hard drive(s) upon the return of a Leased item." 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?	
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.

#	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	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. Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?	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.

#	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

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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 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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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. A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

#	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.
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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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 Subcontracting 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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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	Since the majority of the spend will be driven towards the Best Value configurations, please

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.	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.
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	Please refer to the answer to Question #127.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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 to 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.
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 considers 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?	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. Regarding average time, the Commonwealth does not have this information.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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.

#	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.

#	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?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
162	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
164	38	IV-3-B-3	For the service of "Preparation for Shipment," will the purchasing agency provide a list of all	Yes.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

#	RFP Page Number	RFP Section Reference	Question	Answer
			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages "resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth."
179	38	IV-3-B-3	For the service of "On-premise Disk Wipe," is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of "Off-premise Disk Wipe," will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

#	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.

#	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

#	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

#	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

#	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 CCost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	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.

#	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	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. 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	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	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 What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)? What host platforms (server types) and operating systems/versions are present in the environment? What storage protocols will be considered — block, file, or both? How should we take this into account?	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.
219	Tab 6	Appendix C Cost Submittal	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? What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	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.	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 *Commonwealth Procurement Code*, 62 Pa. C.S. § 513(d), proposals "shall be opened so as to avoid disclosure of their contents to competing offerors."
229	Tab 5& 6	Appendix C Cost Submittal	Management software and process(es)? Will these be necessary in the response?	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.

#	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.

#	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.

#	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	For Each Configuration: **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.

#	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	The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document? Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?	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.

#	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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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?	posted on January 20, 2017, as part of Addendum Number 7.
250	Lots 5 & 6 All Defined Configurations	Appendix C Cost Submittal	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.
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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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.	Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services. As to the type of lease, 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.
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.

#	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.

#	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 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.
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.

#	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

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			firm, fixed price refer to both product procurement and services contracts?	
322	Lot 5 Configurations	Appendix C Cost Submittal	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 Submittal	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options should be included in the "Options" section.

#	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.

#	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.

#	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

#	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.

#	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, *Acceptance*, 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 bask-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.

#	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 *(imaging/asset tagging/BIOS)* 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.

#	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.

#	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	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: 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?	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
373	36	IV-3. A (5) (i)	***Lot #5 Requirement:*** "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." 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. [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.]	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

#	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	***Lot #5 Requirement:*** "(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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5. a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references. b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.	a. Appendix H: The Commonwealth evaluate the products from a technical perspective. b. Appendix C: You are correct; costs will be evaluated based on the standard specifications provided. c. Technical standards are based on the specifications listed in Appendix C.
375	36	IV-3. A (3) and Cost Submittal	**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."	a. Correct. b. The devices identified are strictly to be used for vendor comparison for RFP 6100039046. All actual orders

#	RFP Page Number	RFP Section Reference	Question	Answer
			How were the named vendors determined that appear on Appendix C? 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. 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., i. in the category of "Communications/Conferencing", Appendix C essentially names only Microsoft/Polycom as named communications suppliers. 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. c. How was the historical spend calculated for each named brand?	will be based on the needs of the agency at the time of order. c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.	
376	36	IV-3. A (3) and Cost Submittal	***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."* *This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.* 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?	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. b. Please provide additional proposed technologies in Appendix H: Technical Submittal. c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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". c. Would the Commonwealth consider separating these into different lots or solicitations?	
377	33	IV-2, C (2) (ii)	**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?	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	**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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3 a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references.b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term. d. Pricing does not consider or include support/subscription maintenance (the all in cost	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

#	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 Appendix C, Cost Submittal Response Template, 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
		2017, as part of Addendum Number 7.		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. 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).
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

#	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

#	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.

#	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.

#	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

#	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

#	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)..

pennsylvania
OFFICE OF ADMINISTRATION

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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[25]**

Part III—CRITERIA FOR SELECTION **[29]**

Part IV—WORK STATEMENT **[33]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Friday, January 20, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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, 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 <u>not</u> 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/sflllin.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 with 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 with 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 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 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 t 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 keep 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.

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.

#	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.

#	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.

#	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.

#	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 reimage the device with Windows 10 Enterprise or provide the vendor with Windows 10 Enterprise licensing information at the time of the purchase.

#	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.

#	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.

#	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

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				A, Appendix K, and Appendix E."
36		II-1 Objections and Additions	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?	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: "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." A suggested method of incorporating additional terms

#	RFP Page Number	RFP Section Reference	Question	Answer
				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."
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

#	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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				Proposal shall consist of the following **three** separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal". 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

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			destruction of any hard drive(s) upon the return of a Leased item." 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?	
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.

#	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	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. Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?	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.

#	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

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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 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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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. A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

#	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.
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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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 Subcontracting 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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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		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	Since the majority of the spend will be driven towards the Best Value configurations, please

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.	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.
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	Please refer to the answer to Question #127.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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 to 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.
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 considers 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?	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. Regarding average time, the Commonwealth does not have this information.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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.

#	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.

#	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?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
162	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
164	38	IV-3-B-3	For the service of "Preparation for Shipment," will the purchasing agency provide a list of all	Yes.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

#	RFP Page Number	RFP Section Reference	Question	Answer
			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages "resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth."
179	38	IV-3-B-3	For the service of "On-premise Disk Wipe," is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of "Off-premise Disk Wipe," will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

#	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.

#	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

#	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

#	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

#	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 CCost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	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.

#	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	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. 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	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	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 What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)? What host platforms (server types) and operating systems/versions are present in the environment? What storage protocols will be considered — block, file, or both? How should we take this into account?	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.
219	Tab 6	Appendix C Cost Submittal	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? What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	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.	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 *Commonwealth Procurement Code*, 62 Pa. C.S. § 513(d), proposals "shall be opened so as to avoid disclosure of their contents to competing offerors."
229	Tab 5& 6	Appendix C Cost Submittal	Management software and process(es)? Will these be necessary in the response?	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.

#	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.

#	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.

#	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	For Each Configuration: **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.

#	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	The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document? Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?	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.

#	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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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?	posted on January 20, 2017, as part of Addendum Number 7.
250	Lots 5 & 6 All Defined Configurations	Appendix C Cost Submittal	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.
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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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.	Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services. As to the type of lease, 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.
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.

#	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.

#	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 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.
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.

#	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

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			firm, fixed price refer to both product procurement and services contracts?	
322	Lot 5 Configurations	Appendix C Cost Submittal	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 Submittal	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options should be included in the "Options" section.

#	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.

#	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.

#	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

#	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.

#	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, *Acceptance*, 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 bask-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.

#	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 *(imaging/asset tagging/BIOS)* 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.

#	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.

#	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	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: 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?	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
373	36	IV-3. A (5) (i)	***Lot #5 Requirement:*** "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." 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. [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.]	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

#	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	***Lot #5 Requirement:*** "(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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5. a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references. b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.	a. Appendix H: The Commonwealth evaluate the products from a technical perspective. b. Appendix C: You are correct; costs will be evaluated based on the standard specifications provided. c. Technical standards are based on the specifications listed in Appendix C.
375	36	IV-3. A (3) and Cost Submittal	**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."	a. Correct. b. The devices identified are strictly to be used for vendor comparison for RFP 6100039046. All actual orders

#	RFP Page Number	RFP Section Reference	Question	Answer
			How were the named vendors determined that appear on Appendix C? 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. 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., i. in the category of "Communications/Conferencing", Appendix C essentially names only Microsoft/Polycom as named communications suppliers. 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. c. How was the historical spend calculated for each named brand?	will be based on the needs of the agency at the time of order. c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.	
376	36	IV-3. A (3) and Cost Submittal	***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."* *This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.* 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?	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. b. Please provide additional proposed technologies in Appendix H: Technical Submittal. c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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". c. Would the Commonwealth consider separating these into different lots or solicitations?	
377	33	IV-2, C (2) (ii)	**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?	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	**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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3 a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references.b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term. d. Pricing does not consider or include support/subscription maintenance (the all in cost	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

#	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 Appendix C, Cost Submittal Response Template, 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
		2017, as part of Addendum Number 7.		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. 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).
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

#	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

#	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.

#	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.

#	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

#	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

#	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" inputed 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		$ -

Commonwealth of Pennsylvania
IT Hardware RFP
Lot 1 - Proposal Response Template
Lot 1 - Desktops, PCs - Laptops - Ultra Portables/Lowlines - Accessibility Needs - Services - Options - Upgrades

Device	Maximum Annual Volume	Purchase Cost	Lease Cost	Total Cost
Desktop PCs	5,000	$ -	$ -	$ -
Laptops	5,000	$ -	$ -	$ -
Ultra Portables	5,000	$ -	$ -	$ -
Low Powered	5,000	$ -	$ -	$ -
Grand Total	5,000	$ -	$ -	$ -

Lowest Cost	$ -
Highest Cost	$ -

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 meets 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.

Offers are Optional

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 meets 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 state Manufacturer(s) and Part Number(s) if Offered.

Standard Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i5-14500 (14 cores, 20 threads, 24MB Cache, up to 5.0 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB DDR5 4800 MHz		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x1 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

Mid-Powered Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i7-14700 (20 cores, 28 threads, 33MB Cache, up to 5.4 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	32 GB DDR5 4800 MHz		
Hard Drive	1 TB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x4 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

High-Powered Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i9-14900K (24 cores, 32 threads, 36MB Cache, up to 6.0 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	64 GB DDR5 4800 MHz		
Hard Drive	2 TB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x4 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

Lot 1 – Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard laptop configurations below. Please provide a cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed meets 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

Laptop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**Minimum Specifications**		
Processor	Intel Core i5-1335U (10 cores, 12 threads, 12MB Cache, up to 4.6 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB DDR4 3200 MHz		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

Mid-Powered Laptop

Laptop Requirement	High Powered	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**High Performance Laptop**		
Processor	Intel Core i7-1365U (12 cores, 14 threads, 12MB Cache, up to 5.2 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	32 GB DDR4 3200 MHz		
Hard Drive	1 TB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

High-Powered Laptop

Laptop Requirement	High Performance	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**High Performance Laptop**		
Processor	Intel Core i9-13900H (14 cores, 20 threads, 24MB Cache, up to 5.4 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	64 GB DDR5 4800 MHz		
Hard Drive	2 TB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest 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 meets 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

Laptop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**Ultra Portable Laptop / Tablet**		
Processor	Intel Core i5-1335U (10 cores, 12 threads, 12MB Cache, up to 4.6 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB LPDDR5		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

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, And Maintenance. If you cannot provide a particular option, Upgrade cost, please provide a detailed statement for your reasoning in the corresponding "Notes" section. Please note all services, Options, Upgrades should be priced on a one per device.

Desired Services	Maximum Annual Volume	Purchase	Lease	Total Cost	Notes
Installation	5,000	$ -	$ -	$ -	
Next Day Hardware	5,000	$ -	$ -	$ -	
Same Day Hardware	5,000	$ -	$ -	$ -	
Same Day Hardware 4 hr	5,000	$ -	$ -	$ -	
Hardware Maintenance	5,000	$ -	$ -	$ -	
Hardware Maintenance 4hr	5,000	$ -	$ -	$ -	
Accidental Damage	5,000	$ -	$ -	$ -	
Asset Tagging	5,000	$ -	$ -	$ -	
Additional Options, Upgrades, Services, Maintenance, Etc. Not Listed Above	5,000	$ -	$ -	$ -	
Total		$ -	$ -	$ -	

Additional Options				
Additional Option	Per Device			
Additional Option	Per Device			
Additional Option	Per Device			

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 fill out the Commonwealth's estimated Year One purchase and Year One lease quantities in the yellow cells below. Please provide your proposed cost per unit for each device in each of these lines.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	200	$ -	$ -	$ -
Rugged Tablet	100	$ -	$ -	$ -
Non-Traditional Desktops	100	$ -	$ -	$ -
Services - Total	400	$ -	$ -	$ -

Tablets - 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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	200		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	128 GB		
Screen Size	10.1 inch		
Camera	Front and Rear Camera		
Smart Card Reader	Integrated		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	3 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	256 GB		
Screen Size	10.1 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	4 years Apex Year Hard Drive Retention		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Rugged Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Android / Windows		
RAM	4 GB		
Hard Drive	64 GB		
Screen Size	7 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Non-Traditional Desktops Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	3.1 GHz		
RAM	8 GB		
Hard Drive	500GB		
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		
DVD Drive	1		
Warranty	4 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 on a cost per device.

Historical Options						
Description	Unit of Measure	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost	Notes
Installation	Per Machine	40			$ -	
Onsite Asset Tagging	Per Machine	40			$ -	
Offsite Asset Tagging	Per Machine	100			$ -	
Onsite Image Deployment	Per Machine	40			$ -	
Offsite Image Deployment	Per Machine	100			$ -	
Bundle - Install, Image/Deployment, Tag	Per Machine	100			$ -	
Data Transfer	Per Machine	40			$ -	
Data Wipe/Destruction	Per Machine	100			$ -	
Hard Drive Retention	Per Machine	40			$ -	
Pre-Promise Pick When	Per Machine	20			$ -	
4 HR Promise Pick When	Per Machine	20			$ -	
Next Day Promise Pick When	Per Machine	20			$ -	
Relocation Outside PA Metro	Per Machine	5			$ -	
Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)	Per Machine	100			$ -	
Desk	Each	100			$ -	
19" VGA / DVI/HD Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" Display Port DP/ Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" VGA DVI HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
27" DVI/Display Port/HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
One Year Warranty	Per year / per Machine				$ -	
Accidental Damage Protection	Per year / per Machine				$ -	
Optical Disk Replacement	Per Machine				$ -	
Docking Station with Port Replicator	Per Unit				$ -	
Docking Station with dual monitor and USB 3.0 ports	Per Unit				$ -	
8GB RAM upgrade	Per Machine				$ -	
16GB RAM upgrade	Per Machine				$ -	
32GB RAM upgrade	Per Machine				$ -	
1 TB SSD Upgrade	Per Machine				$ -	
2 TB SSD Upgrade	Per Machine				$ -	
M.2 1 TB SSD Upgrade	Per Machine				$ -	
M.2 2 TB SSD Upgrade	Per Machine				$ -	
2 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 Insurance	Per machine				$ -	
Rackmount	Per Unit				$ -	
Hourly Rate For Projects	Per Hour Rate				$ -	
Other - Please Specify	Each				$ -	

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 and list and the corresponding description and cost per service and / or option.

Accessibility Needs		
Accessibility Services / Options	Description	Cost

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

[illegible]

Device	Total Cost
[illegible]	$ -
Segment 2 MFD	$ -
Segment 3 MFD	$ -
[illegible]	$ -
Segment 4 MFD	$ -
Grand Total	$ -

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 (NOT LISTED)	
Markup for Manufacturers Listed Below	

#	Top Manufacturer	Historical Annual Spend ($)	Markup %
1	CHECKPOINT	$ [illegible]	0%
2	HP INC	$ [illegible]	0%
3	POLYCOM	$ [illegible]	0%
4	DELL	$ [illegible]	0%
5	CERTIFIED POWER	$ [illegible]	0%
6	[illegible]	$ [illegible]	0%
7	[illegible]	$ [illegible]	0%
8	[illegible]	$ [illegible]	0%
9	[illegible]	$ [illegible]	0%
10	APC	$ [illegible]	0%
11	NIKON	$ [illegible]	0%
12	MULTITECH SYSTEMS	$ [illegible]	0%
13	[illegible]	$ [illegible]	0%
14	MICROSOFT	$ [illegible]	0%

Market Basket

Instructions: Please provide the unit cost for each item below. The Commonwealth's unit price, inclusive of the markup provided above, will be calculated automatically. Additionally, please indicate if any item has been discontinued - only items proposed on by all Offerors will be evaluated. The volume provided is the historical annual volume and will be used for evaluation purposes. Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined.

#	Manufacturer	Manufacturer Part #	Part Description	Alternative Manufacturer Part # (if applicable)	Alternative Part Description (if applicable)	Historical Annual Volume	Per Unit Cost	Commonwealth Price (automatically calculated)	Total Cost
1	CHECKPOINT	[illegible]	[illegible]			[illegible]		$ -	$ -
2	CHECKPOINT	[illegible]	[illegible]			[illegible]		$ -	$ -
3	CHECKPOINT	[illegible]	[illegible]			[illegible]		$ -	$ -
4	CHECKPOINT	[illegible]	[illegible]			[illegible]		$ -	$ -
5	CHECKPOINT	[illegible]	[illegible]			[illegible]		$ -	$ -
6	HP INC	[illegible]	[illegible]			[illegible]		$ -	$ -
7	HP INC	[illegible]	[illegible]			[illegible]		$ -	$ -
8	HP INC	[illegible]	[illegible]			[illegible]		$ -	$ -
9	HP INC	[illegible]	[illegible]			[illegible]		$ -	$ -
10	HP INC	[illegible]	[illegible]			[illegible]		$ -	$ -
11	POLYCOM	[illegible]	[illegible]			[illegible]		$ -	$ -
12	POLYCOM	[illegible]	[illegible]			[illegible]		$ -	$ -
13	POLYCOM	[illegible]	[illegible]			[illegible]		$ -	$ -
14	POLYCOM	[illegible]	[illegible]			[illegible]		$ -	$ -
15	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
16	DELL	[illegible]	[illegible]			[illegible]		$ -	$ -
17	DELL	[illegible]	[illegible]			[illegible]		$ -	$ -
18	DELL	[illegible]	[illegible]			[illegible]		$ -	$ -
19	DELL	[illegible]	[illegible]			[illegible]		$ -	$ -
20	DELL	[illegible]	[illegible]			[illegible]		$ -	$ -
21	CERTIFIED POWER	[illegible]	[illegible]			[illegible]		$ -	$ -
22	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
23	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
24	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
25	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
26	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
27	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
28	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
29	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
30	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
31	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
32	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
33	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
34	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
35	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
36	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
37	APC	[illegible]	[illegible]			[illegible]		$ -	$ -
38	APC	[illegible]	[illegible]			[illegible]		$ -	$ -
39	APC	[illegible]	[illegible]			[illegible]		$ -	$ -
40	NIKON	[illegible]	[illegible]			[illegible]		$ -	$ -
41	NIKON	[illegible]	[illegible]			[illegible]		$ -	$ -
42	NIKON	[illegible]	[illegible]			[illegible]		$ -	$ -
43	NIKON	[illegible]	[illegible]			[illegible]		$ -	$ -
44	NIKON	[illegible]	[illegible]			[illegible]		$ -	$ -
45	MULTITECH SYSTEMS	[illegible]	[illegible]			[illegible]		$ -	$ -
46	MULTITECH SYSTEMS	[illegible]	[illegible]			[illegible]		$ -	$ -
47	MULTITECH SYSTEMS	[illegible]	[illegible]			[illegible]		$ -	$ -
48	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
49	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
50	[illegible]	[illegible]	[illegible]			[illegible]		$ -	$ -
51	MICROSOFT	[illegible]	[illegible]			[illegible]		$ -	$ -
52	MICROSOFT	[illegible]	[illegible]			[illegible]		$ -	$ -
53	MICROSOFT	[illegible]	[illegible]			[illegible]		$ -	$ -
54	MICROSOFT	[illegible]	[illegible]			[illegible]		$ -	$ -
55	MICROSOFT	[illegible]	[illegible]			[illegible]		$ -	$ -
Total For Evaluation									[illegible]

Lot 3 - Small MFDs

Instructions for Offerors: Small multifuctional devices (MFDs) are included as a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out in are those in orange.
The requirements listed below are minimum requirements for all MFD models. Please take this information into account when providing model types further below.

MFD Minimum Requirements	
Volume, Capability, and Speed	
[illegible]	Mandatory
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory
Black and White Printing	Mandatory
Black and White Copying	Mandatory
Black and White Scanning	Mandatory
[illegible]	Mandatory
Black and White Faxing	Mandatory
Fax option provides programmable distribution lists	Mandatory
Time between Standby Mode to first page being being faxed must be 40 seconds or less	Mandatory
50 Sheets Automatic Document Feeder Capacity	Mandatory
[illegible]	Mandatory
Automatic Duplex Copying	Mandatory
Job reserve	Mandatory
[illegible]	Mandatory
Media Sizes, Types, and Trays	
Standard 8.5 x 11 inch Media	Mandatory
Standard 8.5 x 14 inch Media	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Maximum of 50% recycled material in paper without adversely affecting functionality or uptime	Mandatory
[illegible]	Mandatory
Minimum Paper Input Capacity	500 sheets
Memory and Storage	
Minimum Standard Memory	64MB
110 Pages Fax Memory	Mandatory
Compatibility and Connectivity	
[illegible]	Mandatory
LDAP Authentication	Mandatory
Windows XP client operating system	Mandatory
Windows 7 client operating system	Mandatory
Windows 8 client operating system upgradability if not currently available	Mandatory
Windows 10 client operating system	Mandatory
Windows 2003 R2 server operating system	Mandatory
Windows 2008 R2 server operating system	Mandatory
Print Drivers compatible with SAP	Mandatory
32 bit and 64 bit drivers	Mandatory
WHQL drivers for Windows XP and Windows 2003 Server operating systems	Mandatory
Ethernet 100mbs Full Duplex connections	Mandatory
[illegible]	Mandatory
Internal NIC card	Mandatory
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory
Static IP Assignment	Mandatory
IPv6 Compatible	Mandatory
Print Quality	
600 by 600 dpi Minimum Print Quality Black	Mandatory
600 by 600 dpi Minimum Copy Quality Black	Mandatory
600 dpi Minimum Scan Resolution	Mandatory
Copier Reduction/Enlarge Range 25-400%	Mandatory
Digital Output	
Select file format at device	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
TIFF format	Mandatory
Output to email	Mandatory
Output to FTP	Mandatory
Output to USB memory	Mandatory
Output to network file	Mandatory
Output to shared folders	Mandatory
Memory and Storage	
Minimum Memory Expandable to	512MB
Equipment Requirements	
Energy Star compliant	Mandatory
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory
[illegible]	Mandatory
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory
Printer Management Features	
Remote Management via Web Interface	Mandatory

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
Manufacturer Name								
Manufacturer Model Number								
Cost per Unit (Purchase)								
Historical Annual Volume	[illegible]		[illegible]		[illegible]		[illegible]	
Total Cost	$ -		$ -		$ -		$ -	
Volume, Capability, and Speed (Minimum Requirements)								
Pages Printed per Month minimum (including copied if applicable)	1,000-3,000		3,000-12,000		1,000-3,000		3,000-12,000	
Color printing					Mandatory		Mandatory	
Automatically use most cost effective method for black-and-white or color					Mandatory		Mandatory	
[illegible]					Mandatory		Mandatory	
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM		25 PPM					
Minimum Color Print Speed Page Per Minute (PPM)					19 PPM		25 PPM	
Minimum Copy Speed Page Per Minute (PPM)	19 PPM		25 PPM		19 PPM		25 PPM	
Media Sizes, Types, and Trays (Minimum Requirements)								
[illegible]	1		2		1		2	
Minimum Output Capacity	100 sheets		500 sheets		100 sheets		100 sheets	
Print Quality (Minimum Requirements)								
[illegible]					Mandatory		Mandatory	
600 by 600 dpi Minimum Copy Quality Color					Mandatory		Mandatory	

Lot 3 - Accessibility Needs

Instructions for Respondents: Please describe the accessibility options you have available that are applicable to Lot 3. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Services / Options	Description	Cost

Commonwealth of Pennsylvania
CY Statewide RFP
Cost Proposal Response Template
Lot 4 - Apple Desktops - Apple Hardware - Laptops - iPads - and Associated Services - Options & Upgrades

Please note cells below will be automatically populated based on info entered further down within tab. Please be sure to enter all the info there

Device	Estimated Annual Quantity	Purchase Cost	Lease Cost	Total Cost
Desktops	1,000	$ -	$ -	$ -
Laptops	1,000	$ -	$ -	$ -
iPad Pro	1,000	$ -	$ -	$ -
iPad Air	1,000	$ -	$ -	$ -
iPad Mini	1,000	$ -	$ -	$ -
iPad Base	1,000	$ -	$ -	$ -
Accessories	500	$ -	$ -	$ -
Services	500	$ -	$ -	$ -
Options & Upgrades	500	$ -	$ -	$ -
Products Total	**6,000**	**$ -**	**$ -**	**$ -**
Grand Total				**$ -**
Annual Payment (monthly)				**$ -**

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.
Please note that monitors are not included in the base configuration.

Lot 4 - Apple Desktops

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4 Pro		
Processor Core Count	12-core CPU: 8 performance and 4 efficiency cores		
Memory	24GB of unified memory		
Storage	512GB SSD storage		
Graphics	16-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Studio M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Four Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple laptop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 13" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 15" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Pro 14" with M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	140W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple iPads

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple iPad configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 11" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 13" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	13-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Air 11" Chip	M3		
iPad Air 13" Chip	M3		
iPad Pro 11" and 13" Chip	M4		
Model Number	Model Number		
Processor	iPad Air 11" with M3		
Processor Core Count	8-core CPU: 4 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	9-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Mini 7	A17 Pro		
iPad Mini 8	A19 Pro		
Model Number	Model Number		
Processor	iPad Mini 7 with A17 Pro		
Processor Core Count	6-core CPU: 2 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	5-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	8.3-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - 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 service/ upgrade cost, please provide a detailed statement for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced as a one-per device.

Service / Option	Part Number	Notes	Purchase Cost	Lease Cost	Total Cost
AppleCare	Per Mac Item				
AppleCare+	Per Mac Item				
AppleCare+ for Mac	Per Mac Item				
AppleCare+ for Mac with Enhanced Priority Service	Per Mac Item				
AppleCare+ for Mac with Theft and Loss	Per Mac Item				
Apple Business Essentials	Per Mac Item				
Apple Business Essentials with Theft and Loss	Per Mac Item				
Apple Business Essentials with Enhanced Priority Service	Per Mac Item				
Apple Business Essentials with Theft and Loss and Enhanced Priority Service	Per Mac Item				
Additional Options					
Additional Options					
Additional Options

Commonwealth of Pennsylvania
IT Workspace RFP
Cost Submittal Response Template
Lot 5 - Servers and Associated Services, Options, & Upgrades

Device	Total Cost
Best Value Low End Server	
Best Value Medium End Server	
Best Value High End Server - V1	
Best Value High End Server - V2	
Non-Best Value Low End Server	
Non-Best Value Medium End Server	
Non-Best Value High End Server	

Offeror Name:

Instructions: Please provide the total cost per unit and proposed discount for each device listed in the table above. Please refer to the Cost Submittal Instructions. This cost template will auto-populate according to items outside the cost sheet value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list price for the sample "non-best value configurations" provided below. **Vendor shall not modify the format or add any columns or rows to this Cost Submittal Workbook.**

Service Level Definitions: See Section D.4. A-G of the RFP for Service Level Definitions
1 Hours - 99.9% Availability - 8 Hrs. for one year and/or Each Occurrence - Limited to Hardware - provision of cycle and/or labor on site, support within 24 hours of first completion of phone/email troubleshooting.
2 Hours - 99.99% Availability - 2 Hrs. for one year and/or Each Occurrence - provision of cycle and/or labor on site, support within 24 hours of first completion of phone/email troubleshooting.
4 Hours - 99.999% Availability - 4 Hrs. for one year and/or Each Occurrence - provision of cycle and/or labor on site, support within 24 hours of first completion of phone/email troubleshooting.

Lot 5 - Servers - Best Value Configurations

Best Value Low End Server

Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)
Server Chassis						
Processor						
Memory						
Hard Drive						
Controller						
Network Adapter						
Power Supply						
Rails						
Cable Management Arm						
Bezel						
Optical Drive						
Trusted Platform Module						
Other Hardware Components						
Software						
Warranty						
Miscellaneous						
				Subtotal		

Best Value Medium End Server

Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)
Server Chassis						
Processor						
Memory						
Hard Drive						
Controller						
Network Adapter						
Power Supply						
Rails						
Cable Management Arm						
Bezel						
Optical Drive						
Trusted Platform Module						
Other Hardware Components						
Software						
Warranty						
Miscellaneous						
				Subtotal		

Best Value High End Server - V1

Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)
Server Chassis						
Processor						
Memory						
Hard Drive						
Controller						
Network Adapter						
Power Supply						
Rails						
Cable Management Arm						
Bezel						
Optical Drive						
Trusted Platform Module						
Other Hardware Components						
Software						
Warranty						
Miscellaneous						
				Subtotal		

Best Value High End Server - V2

Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)
Server Chassis						
Processor						
Memory						
Hard Drive						
Controller						
Network Adapter						
Power Supply						
Rails						
Cable Management Arm						
Bezel						
Optical Drive						
Trusted Platform Module						
Other Hardware Components						
Software						
Warranty						
Miscellaneous						
				Subtotal		

Lot 5 - Servers - Non Best Value Configurations

Discount Percent for All Other Non-Best Value Configurations:

Non-Best Value Low End Server

Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)
Server Chassis						
Processor						
Memory						
Hard Drive						
Controller						
Network Adapter						
Power Supply						
Rails						
Cable Management Arm						
Bezel						
Optical Drive						
Trusted Platform Module						
Other Hardware Components						
Software						
Warranty						
Miscellaneous						
				Subtotal		

Discount Percent for All Other Non-Best Value Configurations:

Non-Best Value Medium End Server

Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)
Server Chassis						
Processor						
Memory						
Hard Drive						
Controller						
Network Adapter						
Power Supply						
Rails						
Cable Management Arm						
Bezel						
Optical Drive						
Trusted Platform Module						
Other Hardware Components						
Software						
Warranty						
Miscellaneous						
				Subtotal		

Discount Percent for All Other Non-Best Value Configurations:

Non-Best Value High End Server

Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)
Server Chassis						
Processor						
Memory						
Hard Drive						
Controller						
Network Adapter						
Power Supply						
Rails						
Cable Management Arm						
Bezel						
Optical Drive						
Trusted Platform Module						
Other Hardware Components						
Software						
Warranty						
Miscellaneous						
				Subtotal		

Lot 5 - Services - Options - Upgrades

Instructions for Offerors: Please provide your discounted price for all items listed in the table below. Under additional options, Offerors submit any other options not found in the table above that Offeror wishes to offer. Offeror may add rows to the table as necessary. Offeror is permitted to propose a variety of services / options / upgrades, but these services / options / upgrades will be purchased at the Commonwealth's discretion. If Commonwealth chooses a particular option / upgrade from Offeror's proposal, Offeror's discounted price(s) will be the price(s) paid. "Value" means Offeror's discount / option / upgrade should be priced at a value to Offeror.

Additional Options					
Description	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)	
Additional Server Chassis					
Additional Processor - Model 1					
Additional Processor - Model 2					
Additional Memory					
Additional Hard Drive					
Additional Controller					
Additional Network Adapter					
Additional Power Supply					
Additional Rails					
Additional Cable Management Arm					
Additional Bezel					
Additional Optical Drive					
Additional Trusted Platform Module					
Additional Other Hardware Components					
Additional Software					
Additional Warranty					
Additional Miscellaneous					
Additional Discounts Offered - Quantity, Timeframe, Other Conditions, Comments					
Additional Services					
Description	Offered Part #	Qty	Unit Price	Discounted Unit Price (Lot 5 Only)	
Installation Services - Model 1					
Installation Services - Model 2					
Installation Services - Model 3					
Installation Services - Model 4					
Installation Services - Model 5					
Installation Services - Model 6					
Installation Services - Model 7					
Installation Services - Model 8					
Installation Services - Model 9					
Installation Services - Model 10					
Additional Discounts Offered - Quantity, Timeframe, Other Conditions, Comments					

Lot 5 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 5. Please provide site specific services and options available, and the corresponding developmental and service costs for each option.

Accessibility Needs					
Item	Description	Add'l Information that your upon Vendor May Additionally Offer	Offered Part #	Qty	Unit Price

Lot 5 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 5. Please provide site specific details for your ability to customize this model.

Consumption Based Pricing Model		
Item	Description	Add'l Information that your upon Vendor May Additionally Offer

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
• 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.
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
Hard Drive	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]								
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]								
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Lot 6 - Storage - Non Best Value Configurations

[illegible]	

Non-Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
Hard Drive	[illegible]				[illegible]	[illegible]		$
Software	All proprietary software required to operate and manage the SAN in [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Non-Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Non-Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Lot 6 - 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

[illegible]	[illegible]	Historical Annual [illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
[illegible]					
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]	[illegible]				
[illegible]					

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	[illegible]

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	[illegible]

pennsylvania
OFFICE OF ADMINISTRATION

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		$ -

Commonwealth of Pennsylvania
IT Hardware RFP
Lot 1 - Proposal Response Template
Lot 1 - Desktops, PCs - Laptops - Ultra Portables/Lowlines - Accessibility Needs - Services - Options - Upgrades

Device	Maximum Annual Volume	Purchase Cost	Lease Cost	Total Cost
Desktop PCs	5,000	$ -	$ -	$ -
Laptops	5,000	$ -	$ -	$ -
Ultra Portables	5,000	$ -	$ -	$ -
Low Powered	5,000	$ -	$ -	$ -
Grand Total	5,000	$ -	$ -	$ -

Lowest Cost	$ -
Highest Cost	$ -

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 meets 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.

Offers are Optional

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 meets 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 state Manufacturer(s) and Part Number(s) if Offered.

Standard Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i5-14500 (14 cores, 20 threads, 24MB Cache, up to 5.0 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB DDR5 4800 MHz		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x1 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

Mid-Powered Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i7-14700 (20 cores, 28 threads, 33MB Cache, up to 5.4 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	32 GB DDR5 4800 MHz		
Hard Drive	1 TB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x4 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

High-Powered Desktop

Desktop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Desktop Specifications	**Minimum Specifications**		
Processor	Intel Core i9-14900K (24 cores, 32 threads, 36MB Cache, up to 6.0 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	64 GB DDR5 4800 MHz		
Hard Drive	2 TB PCIe NVMe M.2 SSD		
Graphics	Intel UHD Graphics 770		
Audio	Integrated 7.1 High Definition Audio		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 PCIe x16 (Gen 4), 1 PCIe x4 (Gen 3)		
Ports	6 USB 3.2 Gen 1 (2 front, 4 rear), 2 USB 2.0 (rear), 1 HDMI 2.1, 1 DisplayPort 1.4, 1 VGA, 1 RJ-45, 3.5mm audio jacks (front & rear)		
Keyboard	USB Keyboard		
Mouse	USB Optical Mouse		
Power Supply	500W 80 PLUS Bronze certified, ATX form factor		
Form Factor	Small Form Factor (SFF)		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 14 inches (D) x 5 inches (H)		
Weight	15 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Desktop Stand, Mounting Hole, Tool-Less Side Panel		

Lowest Cost	$ -
Highest Cost	$ -

Lot 1 – Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard laptop configurations below. Please provide a cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed meets 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

Laptop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**Minimum Specifications**		
Processor	Intel Core i5-1335U (10 cores, 12 threads, 12MB Cache, up to 4.6 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB DDR4 3200 MHz		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

Mid-Powered Laptop

Laptop Requirement	High Powered	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**High Performance Laptop**		
Processor	Intel Core i7-1365U (12 cores, 14 threads, 12MB Cache, up to 5.2 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	32 GB DDR4 3200 MHz		
Hard Drive	1 TB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

High-Powered Laptop

Laptop Requirement	High Performance	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**High Performance Laptop**		
Processor	Intel Core i9-13900H (14 cores, 20 threads, 24MB Cache, up to 5.4 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	64 GB DDR5 4800 MHz		
Hard Drive	2 TB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest 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 meets 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

Laptop Requirement	Standard	Confirmation that your spec meets or exceeds minimum requirements (Y or N)	Actual Spec if Proposed - If Blank
Manufacturer Name (Dell, HP, Lenovo)			
Manufacturer Part Number (Model)			
Manufacturer Part Number (Base Model)			
Manufacturer Name			
Warranty Period			
Laptop Specifications	**Ultra Portable Laptop / Tablet**		
Processor	Intel Core i5-1335U (10 cores, 12 threads, 12MB Cache, up to 4.6 GHz)		
Operating System	Windows 11 Pro 64-bit		
Memory (RAM)	16 GB LPDDR5		
Hard Drive	512 GB PCIe NVMe M.2 SSD		
Graphics	Intel Iris Xe Graphics		
Audio	Integrated 2 W Stereo Speakers, Dual Microphones		
Network Interface	Integrated 10/100/1000 GbE LAN		
Wireless	Intel Wi-Fi 6 AX201 (2x2 802.11ax) + Bluetooth 5.2		
Expansion Slots	1 microSD card reader		
Ports	2 USB 3.2 Gen 1 (1 Type-C), 1 HDMI 2.1, 1 headphone/microphone combo jack		
Keyboard	Integrated Backlit Keyboard		
Mouse	Integrated Precision Touchpad		
Power Supply	65W USB-C AC Adapter		
Battery	3-cell, 45 Wh Li-ion		
Security Features	TPM 2.0 chip, Kensington lock slot		
Color	Black		
Dimensions	14 inches (W) x 9 inches (D) x 0.7 inches (H)		
Weight	3 pounds		
Energy Star	Energy Star 8.0 Compliant		
EPEAT	EPEAT Gold Registered		
Other	Includes Carrying Case, Quick Start Guide		

Lowest Cost	$ -
Highest Cost	$ -

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, And Maintenance. If you cannot provide a particular option, Upgrade cost, please provide a detailed statement for your reasoning in the corresponding "Notes" section. Please note all services, Options, Upgrades should be priced on a one per device.

Desired Services	Maximum Annual Volume	Purchase	Lease	Total Cost	Notes
Installation	5,000	$ -	$ -	$ -	
Next Day Hardware	5,000	$ -	$ -	$ -	
Same Day Hardware	5,000	$ -	$ -	$ -	
Same Day Hardware 4 hr	5,000	$ -	$ -	$ -	
Hardware Maintenance	5,000	$ -	$ -	$ -	
Hardware Maintenance 4hr	5,000	$ -	$ -	$ -	
Accidental Damage	5,000	$ -	$ -	$ -	
Asset Tagging	5,000	$ -	$ -	$ -	
Additional Options, Upgrades, Services, Maintenance, Etc. Not Listed Above	5,000	$ -	$ -	$ -	
Total		$ -	$ -	$ -	

Additional Options				
Additional Option	Per Device			
Additional Option	Per Device			
Additional Option	Per Device			

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 fill out the Commonwealth's estimated Year One purchase and Year One lease quantities in the yellow cells below. Please provide your proposed cost per unit for each device in each of these lines.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	200	$ -	$ -	$ -
Rugged Tablet	100	$ -	$ -	$ -
Non-Traditional Desktops	100	$ -	$ -	$ -
Services - Total	400	$ -	$ -	$ -

Tablets - 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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	200		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	128 GB		
Screen Size	10.1 inch		
Camera	Front and Rear Camera		
Smart Card Reader	Integrated		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	3 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to Win 7		
RAM	8 GB		
Hard Drive	256 GB		
Screen Size	10.1 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
Warranty	4 years Apex Year Hard Drive Retention		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

Rugged Tablet

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Rugged Tablet Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	1.7 GHz		
Operating System	Android / Windows		
RAM	4 GB		
Hard Drive	64 GB		
Screen Size	7 inch		
Camera	Integrated		
Optical Drive	Not Required		
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	802.11a/b/g/n/ac (2x2 MU-MIMO) and Bluetooth 4.2		
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

Item# Requested	Proposed	Confirmation that spec item meets the minimum Requirement (Y/N?)	Actual Spec Proposed, if Higher
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (5 year lease)			
Total Purchase	$ -		
Total Lease	$ -		
Minimum	Non-Traditional Desktops Minimum Specifications		
Processor (CPU) Type	Intel Core i5		
Processor Speed	3.1 GHz		
RAM	8 GB		
Hard Drive	500GB		
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		
DVD Drive	1		
Warranty	4 years		

Purchase Cost	$ -
Lease Cost	$ -
Total Cost	$ -

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 on a cost per device.

Historical Options						
Description	Unit of Measure	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost	Notes
Installation	Per Machine	40			$ -	
Onsite Asset Tagging	Per Machine	40			$ -	
Offsite Asset Tagging	Per Machine	100			$ -	
Onsite Image Deployment	Per Machine	40			$ -	
Offsite Image Deployment	Per Machine	100			$ -	
Bundle - Install, Image/Deployment, Tag	Per Machine	100			$ -	
Data Transfer	Per Machine	40			$ -	
Data Wipe/Destruction	Per Machine	100			$ -	
Hard Drive Retention	Per Machine	40			$ -	
Pre-Promise Pick When	Per Machine	20			$ -	
4 HR Promise Pick When	Per Machine	20			$ -	
Next Day Promise Pick When	Per Machine	20			$ -	
Relocation Outside PA Metro	Per Machine	5			$ -	
Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)	Per Machine	100			$ -	
Desk	Each	100			$ -	
19" VGA / DVI/HD Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" Display Port DP/ Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
22" VGA DVI HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
27" DVI/Display Port/HDMI Monitor - Height Adjustable with 3 year warranty	Per Monitor				$ -	
One Year Warranty	Per year / per Machine				$ -	
Accidental Damage Protection	Per year / per Machine				$ -	
Optical Disk Replacement	Per Machine				$ -	
Docking Station with Port Replicator	Per Unit				$ -	
Docking Station with dual monitor and USB 3.0 ports	Per Unit				$ -	
8GB RAM upgrade	Per Machine				$ -	
16GB RAM upgrade	Per Machine				$ -	
32GB RAM upgrade	Per Machine				$ -	
1 TB SSD Upgrade	Per Machine				$ -	
2 TB SSD Upgrade	Per Machine				$ -	
M.2 1 TB SSD Upgrade	Per Machine				$ -	
M.2 2 TB SSD Upgrade	Per Machine				$ -	
2 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 Insurance	Per machine				$ -	
Rackmount	Per Unit				$ -	
Hourly Rate For Projects	Per Hour Rate				$ -	
Other - Please Specify	Each				$ -	

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 and list and the corresponding description and cost per service and / or option.

Accessibility Needs		
Accessibility Services / Options	Description	Cost

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

[illegible]

Device	Total Cost
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

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 [illegible]

Maximum Markup for all other Manufacturers (NOT LISTED)	
Markup for Manufacturers Listed Below	

#	Top Manufacturer	Historical Annual Spend ($)	Markup %
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%
[illegible]	[illegible]	[illegible]	0.00%

Market Basket

Instructions: Please provide the unit cost for each item below. The Commonwealth's unit price, inclusive of the markup provided above, will be calculated automatically. Additionally, please indicate if any item has been discontinued - only items proposed on by all Offerors will be evaluated. The volume provided is the historica[illegible] market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined.

#	Manufacturer	Manufacturer Part #	Part Description	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]			[illegible]		[illegible]	[illegible]

[illegible]

Lot 3 - Small MFDs

Instructions for Offerors: Small multifunctional devices (MFDs) are included as a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out are those in orange.
The requirements listed below are minimum requirements for all MFD models. Please take this information into account when providing model types further below.

MFD Minimum Requirements	
Volume, Capability, and Speed	
[illegible]	Mandatory
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Fax option provides programmable distribution lists	Mandatory
Time between Standby Mode to first page being being faxed must be 40 seconds or less	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Media Sizes, Types, and Trays	
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Maximum of 50% recycled material in paper without [illegible]	Mandatory
[illegible]	Mandatory
Minimum Paper Input Capacity	500 sheets
Memory and Storage	
[illegible]	64MB
[illegible]	Mandatory
Compatibility and Connectivity	
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Windows 8 client operating system upgradability if not [illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
WHQL drivers for Windows XP and Windows 2003 Server operating systems	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Print Quality	
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Digital Output	
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
[illegible]	Mandatory
Memory and Storage	
[illegible]	512MB
Equipment Requirements	
[illegible]	Mandatory
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory
[illegible]	Mandatory
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory
Printer Management Features	
[illegible]	Mandatory

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.

[illegible]	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
[illegible]								
[illegible]								
[illegible]								
[illegible]	[illegible]		[illegible]		[illegible]		[illegible]	
[illegible]	[illegible]		[illegible]		[illegible]		[illegible]	
[illegible]								
Pages Printed per Month minimum (including copied if [illegible])	1,000-3,000		3,000-12,000		1,000-3,000		3,000-12,000	
[illegible]					Mandatory		Mandatory	
Automatically use most cost effective method for black-and-[illegible]					Mandatory		Mandatory	
[illegible]					Mandatory		Mandatory	
Minimum Black and White Print Speed Page Per Minute (PPM)	19 PPM		25 PPM					
Minimum Color Print Speed Page Per Minute (PPM)					19 PPM		25 PPM	
Minimum Copy Speed Page Per Minute (PPM)	19 PPM		25 PPM		19 PPM		25 PPM	
[illegible]								
[illegible]	1		2		1		2	
[illegible]	100 sheets		500 sheets		100 sheets		100 sheets	
Print Quality [illegible]								
[illegible]					Mandatory		Mandatory	
[illegible]					Mandatory		Mandatory	

Lot 3 - Accessibility Needs

Instructions for Respondents: Please describe the accessibility options you have available that are applicable to Lot 3. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

[illegible]	Description	Cost

Commonwealth of Pennsylvania
CY Statewide RFP
Cost Proposal Response Template
Lot 4 - Apple Desktops - Apple Hardware - Laptops - iPads - and Associated Services - Options & Upgrades

Please note cells below will be automatically populated based on info entered further down within tab. Please be sure to enter all the info there

Device	Estimated Annual Quantity	Purchase Cost	Lease Cost	Total Cost
Desktops	1,000	$ -	$ -	$ -
Laptops	1,000	$ -	$ -	$ -
iPad Pro	1,000	$ -	$ -	$ -
iPad Air	1,000	$ -	$ -	$ -
iPad Mini	1,000	$ -	$ -	$ -
iPad Base	1,000	$ -	$ -	$ -
Accessories	500	$ -	$ -	$ -
Services	500	$ -	$ -	$ -
Options & Upgrades	500	$ -	$ -	$ -
Products Total	**6,000**	**$ -**	**$ -**	**$ -**
Grand Total				**$ -**
Annual Payment (monthly)				**$ -**

Offeror Name:

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.
Please note that monitors are not included in the base configuration.

Lot 4 - Apple Desktops

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Mini M4 Pro		
Processor Core Count	12-core CPU: 8 performance and 4 efficiency cores		
Memory	24GB of unified memory		
Storage	512GB SSD storage		
Graphics	16-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
Mac Mini M4 Chip	Mac Mini M4		
Mac Mini M4 Pro Chip	Mac Mini M4 Pro		
Mac Studio M4 Max and M3 Ultra Chip	Mac Studio M4 Max and M3 Ultra		
Mac Pro	Mac Pro		
Model Number	Model Number		
Processor	Mac Studio M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Four Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	65W Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple laptop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 13" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Air 15" Chip		
Processor Core Count	10-core CPU: 4 performance and 6 efficiency cores		
Memory	16GB of unified memory		
Storage	256GB SSD storage		
Graphics	8-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Two Thunderbolt 4 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	70W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
MacBook Air 13" Chip	M4		
MacBook Air 15" Chip	M4		
MacBook Pro 14" and 16" with M4 Chip	M4 Pro and M4 Max		
MacBook Pro 14" and 16" with M4 Max Chip	M4 Max		
Model Number	Model Number		
Processor	MacBook Pro 14" with M4 Max		
Processor Core Count	14-core CPU: 10 performance and 4 efficiency cores		
Memory	36GB of unified memory		
Storage	512GB SSD storage		
Graphics	32-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking Technology	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	Three Thunderbolt 5 ports		
Network Interface	10 Gigabit Ethernet		
USB Ports	2		
USB-C Ports	2		
USB-A Ports	2		
HDMI	HDMI 2.1 port		
Audio	3.5 mm headphone jack		
Power Supply	140W USB-C Power Adapter		
Power Cord	Power Cord		
Keyboard	Magic Keyboard with Touch ID		
Mouse	Magic Mouse		
Trackpad	Magic Trackpad		
Operating System	macOS Sequoia		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - Apple iPads

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple iPad configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed meets the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 11" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Pro 11" Chip	M4		
iPad Pro 13" Chip	M4		
iPad Air 11" and 13" Chip	M3		
Model Number	Model Number		
Processor	iPad Pro 13" with M4		
Processor Core Count	9-core CPU: 3 performance and 6 efficiency cores		
Memory	8GB		
Storage	256GB SSD storage		
Graphics	10-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	13-inch Ultra Retina XDR display		
Camera	12MP Wide camera, 10MP Ultra Wide camera		
Front Camera	12MP TrueDepth camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Air 11" Chip	M3		
iPad Air 13" Chip	M3		
iPad Pro 11" and 13" Chip	M4		
Model Number	Model Number		
Processor	iPad Air 11" with M3		
Processor Core Count	8-core CPU: 4 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	9-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	11-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Make	Apple		
Model Number(s)	Model #	Confirmation that your spec meets the minimum Requirements (Y or N)	Actual Spec Proposed (if better)
iPad Mini 7	A17 Pro		
iPad Mini 8	A19 Pro		
Model Number	Model Number		
Processor	iPad Mini 7 with A17 Pro		
Processor Core Count	6-core CPU: 2 performance and 4 efficiency cores		
Memory	8GB		
Storage	128GB SSD storage		
Graphics	5-core GPU		
Neural Engine	16-core Neural Engine		
Wireless Networking	Wi-Fi 6E (802.11ax) with 2x2 MIMO		
Bluetooth	Bluetooth 5.3		
Thunderbolt Ports	None		
Network Interface	Wi-Fi		
USB Ports	1		
USB-C Ports	1		
Display	8.3-inch Liquid Retina display		
Camera	12MP Wide camera		
Front Camera	12MP Center Stage camera		
Face ID	Face ID		
Battery	Up to 10 hours of battery life		
Charging	USB-C charging		
Audio	Four speaker audio		
Microphones	Five studio-quality microphones		
Cellular	Optional 5G cellular		
Operating System	iPadOS		
Warranty Cost	$ -		
Lease Cost	$ -		
Total Cost	$ -		

Lot 4 - 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 service/ upgrade cost, please provide a detailed statement for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced as a one-per device.

Service / Option	Part Number	Notes	Purchase Cost	Lease Cost	Total Cost
AppleCare	Per Mac Item				
AppleCare+	Per Mac Item				
AppleCare+ for Mac	Per Mac Item				
AppleCare+ for Mac with Enhanced Priority Service	Per Mac Item				
AppleCare+ for Mac with Theft and Loss	Per Mac Item				
Apple Business Essentials	Per Mac Item				
Apple Business Essentials with Theft and Loss	Per Mac Item				
Apple Business Essentials with Enhanced Priority Service	Per Mac Item				
Apple Business Essentials with Theft and Loss and Enhanced Priority Service	Per Mac Item				
Additional Options					
Additional Options					
Additional Options

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 5: Servers and Associated Services, Options, & Upgrades

[illegible]

Device	Total Cost
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all server products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, E-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting
• 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
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 5 - Servers - Best Value Configurations

Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		[illegible]
[illegible]					[illegible]	[illegible]		[illegible]
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		[illegible]
[illegible]	[illegible]							
[illegible]	[illegible]							
Storage	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]								
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Hard Drive								
Flash								
				Total Cost				[illegible]

Best Value Medium End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]				[illegible]	[illegible]		[illegible]
				Total Cost				[illegible]

Best Value High End Server 1S

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]				[illegible]	[illegible]		[illegible]
				Total Cost				[illegible]

Best Value High End Server 2S

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]				[illegible]	[illegible]		[illegible]
				Total Cost				[illegible]

Lot 5 - Servers - Non Best Value Configurations

Discount Off List for All Other Low End Servers:

Non-Best Value Low End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		[illegible]
[illegible]					[illegible]	[illegible]		[illegible]
Processor (CPU) Type	[illegible]				[illegible]	[illegible]		[illegible]
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	4 years: Keep Your Hard Drive							
				Total Cost				[illegible]

Discount Off List for All Other Medium End Servers:

Non-Best Value Medium End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]				[illegible]	[illegible]		[illegible]
[illegible]	4 years: Keep Your Hard Drive							
				Total Cost				[illegible]

Discount Off List for All Other High End Servers:

Non-Best Value High End Server

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]	[illegible]				[illegible]	[illegible]		[illegible]
[illegible]	4 years: Keep Your Hard Drive							
				Total Cost				[illegible]

Lot 5 - 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

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			[illegible]
Total		[illegible]			[illegible]
[illegible]					
[illegible]	[illegible]				
Additional Options					

Lot 5 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 5. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

Accessibility Services / Options	Description	Cost

Lot 5 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 5. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

Consumption Based Pricing Model Proposed	Description	Cost

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 6: Storage and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$
[illegible]	$

Offeror Name:

Instructions: Please provide the Manufacturer's published list price and your proposed discount for each of the Best Value Configurations listed below. The Commonwealth will also need access to pricing for items outside these best value configurations. Therefore, please also provide a discount off list for non-best value configurations, and for evaluation purposes, apply that discount to the list prices for the sample "non-best value configurations" provided below. **This non-best value discount will apply to all storage products outside of the best value configurations.**

Service Level Definitions: See Section IV-2, F-4 of the RFP for Service Level Definitions
• Basic - 99.9% Availability, 2 Day On-site parts and/or labor dispatch — standard response - provision of parts and/or labor on-site support within 48 hours after completion of phone-based troubleshooting.
• 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.
• Critical - 99.999% Availability, Mission-critical response with 4-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

Lot 6 - Storage - Best Value Configurations

Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
[illegible]	[illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					[illegible]	[illegible]		$
[illegible]	[illegible]				[illegible]	[illegible]		$
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Lot 6 - Storage - Non Best Value Configurations

Non-Best Value Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
[illegible]					[illegible]	[illegible]		$
[illegible]					Enhanced	[illegible]		$
[illegible]	[illegible]				Critical	[illegible]		$
Software	All proprietary software required to operate and manage the SAN in a [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without any [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) will be supported [illegible]							
Functional	[illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they become [illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Functional	[illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Non-Best Value Object Based Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Non-Best Value Block Storage

Component	Minimum Requirements	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher	List Price	Service Level	Volume	Discount %	Discounted Unit Price (automatically calculated)
Software	All proprietary software required to operate and manage the [illegible]							
Functional	Switch Port Count Scale - scalability from 20 to 64 ports without [illegible]							
Functional	OPEN device attachment – Vendor should provide assurance that all major vendor (standards based) hardware (tape / disk) [illegible]							
Functional	Ability to support 146 GB, 300 GB, and larger drives as they [illegible]							
Functional	Hard drive size intermix capability within the storage [illegible]							
Functional	Write cache backup integrity and dual copy (battery backed [illegible]							
Warranty	[illegible]							
				Total Cost				$ -

Lot 6 - 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

[illegible]	[illegible]	Historical Annual [illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]			$
Total		[illegible]			$
[illegible]					

Additional Options

Lot 6 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 6. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Needs

[illegible]	Description	[illegible]

Lot 6 - Consumption Based Pricing

Instructions for Offerors: Please describe the consumption based pricing model you have available that is applicable to Lot 6. Please provide Lot-specific detail on your ability to accommodate this model.

Consumption Based Pricing Model

[illegible]	Description	[illegible]

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

TABLE OF CONTENTS

CALENDAR OF EVENTS **[4]**

Part I—GENERAL INFORMATION **[5]**

Part II—PROPOSAL REQUIREMENTS **[25]**

Part III—CRITERIA FOR SELECTION **[29]**

Part IV—WORK STATEMENT **[33]**

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

APPENDIX J, QUARTERLY REPORTING TEMPLATE

APPENDIX K, SERVICE LEVEL AGREEMENTS

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
Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov**.** With the subject line: **RFP 6100039046 Questions**	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
Pre-proposal Conference- Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
Answers to Potential Offeror questions posted to the DGS website **(**http://www.emarketplace.state.pa.us) no later than this date.	Issuing Office	Friday, January 20, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	Ongoing
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 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	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 <u>not</u> 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/sflllin.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 with 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 with 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 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 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 t 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 keep 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.

pennsylvania
OFFICE OF ADMINISTRATION

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.

#	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.

#	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.

#	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.

#	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 reimage the device with Windows 10 Enterprise or provide the vendor with Windows 10 Enterprise licensing information at the time of the purchase.

#	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.

#	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.

#	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

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				A, Appendix K, and Appendix E."
36		II-1 Objections and Additions	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?	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: "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." A suggested method of incorporating additional terms

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.”
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

#	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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
				Proposal shall consist of the following **three** separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal". 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

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			destruction of any hard drive(s) upon the return of a Leased item." 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?	
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.

#	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	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. Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?	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.

#	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

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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 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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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. A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

#	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.
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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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 Subcontracting 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

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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		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	Since the majority of the spend will be driven towards the Best Value configurations, please

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.	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.
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	Please refer to the answer to Question #127.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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 to 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.
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 considers 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?	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. Regarding average time, the Commonwealth does not have this information.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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.

#	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.

#	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.

#	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?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
162	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
164	38	IV-3-B-3	For the service of "Preparation for Shipment," will the purchasing agency provide a list of all	Yes.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.

#	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

#	RFP Page Number	RFP Section Reference	Question	Answer
			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

#	RFP Page Number	RFP Section Reference	Question	Answer
			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages "resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth."
179	38	IV-3-B-3	For the service of "On-premise Disk Wipe," is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of "On-premise Disk Wipe," can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of "Off-premise Disk Wipe," will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

#	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.

#	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

#	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

#	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

#	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 CCost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	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.

#	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	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. 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	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	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 What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)? What host platforms (server types) and operating systems/versions are present in the environment? What storage protocols will be considered — block, file, or both? How should we take this into account?	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.
219	Tab 6	Appendix C Cost Submittal	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? What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	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.	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 *Commonwealth Procurement Code*, 62 Pa. C.S. § 513(d), proposals "shall be opened so as to avoid disclosure of their contents to competing offerors."
229	Tab 5& 6	Appendix C Cost Submittal	Management software and process(es)? Will these be necessary in the response?	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.

#	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.

#	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.

#	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	For Each Configuration: **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.

#	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	The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document? Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?	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.

#	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,

#	RFP Page Number	RFP Section Reference	Question	Answer
			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?	posted on January 20, 2017, as part of Addendum Number 7.
250	Lots 5 & 6 All Defined Configurations	Appendix C Cost Submittal	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.
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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
				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.
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.	Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services. As to the type of lease, 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.
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.

#	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.

#	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 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.
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.

#	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

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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.

#	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

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
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

#	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.

#	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
			firm, fixed price refer to both product procurement and services contracts?	
322	Lot 5 Configurations	Appendix C Cost Submittal	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 Submittal	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.

#	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options should be included in the "Options" section.

#	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.

#	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.

#	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

#	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.

#	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, *Acceptance*, 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 bask-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.

#	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 *(imaging/asset tagging/BIOS)* 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.

#	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.

#	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	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: 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?	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
373	36	IV-3. A (5) (i)	***Lot #5 Requirement:*** "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." 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. [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.]	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

#	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	***Lot #5 Requirement:*** "(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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5. a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references. b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.	a. Appendix H: The Commonwealth evaluate the products from a technical perspective. b. Appendix C: You are correct; costs will be evaluated based on the standard specifications provided. c. Technical standards are based on the specifications listed in Appendix C.
375	36	IV-3. A (3) and Cost Submittal	**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."	a. Correct. b. The devices identified are strictly to be used for vendor comparison for RFP 6100039046. All actual orders

#	RFP Page Number	RFP Section Reference	Question	Answer
			How were the named vendors determined that appear on Appendix C? 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. 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., i. in the category of "Communications/Conferencing", Appendix C essentially names only Microsoft/Polycom as named communications suppliers. 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. c. How was the historical spend calculated for each named brand?	will be based on the needs of the agency at the time of order. c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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.	
376	36	IV-3. A (3) and Cost Submittal	***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."* *This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.* 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?	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. b. Please provide additional proposed technologies in Appendix H: Technical Submittal. c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.

#	RFP Page Number	RFP Section Reference	Question	Answer
			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". c. Would the Commonwealth consider separating these into different lots or solicitations?	
377	33	IV-2, C (2) (ii)	**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?	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.

#	RFP Page Number	RFP Section Reference	Question	Answer
378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	**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." There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3 a. Appendix H - Technical Submittal Response Template, only contains administrative contract requirements and customer references.b. Appendix C - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies. c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term. d. Pricing does not consider or include support/subscription maintenance (the all in cost	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

#	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 Appendix C, Cost Submittal Response Template, 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.

#	RFP Page Number	RFP Section Reference	Question	Answer
		2017, as part of Addendum Number 7.		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. 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).
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

#	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

#	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.

#	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.

#	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

#	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

#	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" inputed 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

#	RFP Page Number	RFP Section Reference	Question	Answer
				(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.

#	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