

**SPECIFICATIONS  
FOR  
MICROSOFT AND ADOBE ENTERPRISE SOFTWARE**

**ISSUING OFFICE:  
DEPARTMENT OF GENERAL SERVICES**

**INVITATION FOR BID NUMBER:  
6100059624**

**DATE OF ISSUANCE  
NOVEMBER 17, 2023**

**SPECIFICATIONS**

**FOR**

**MICROSOFT AND ADOBE ENTERPRISE SOFTWARE**

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## CALENDAR OF EVENTS

The Commonwealth of Pennsylvania (“Commonwealth”) will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit questions via <a href="mailto:RA-GSITPROCUREMENT@pa.gov">RA-GSITPROCUREMENT@pa.gov</a> with the subject line “IFB 6100059624 Question”	Bidders	<b>November 27, 2023 3:00PM EST</b>
Answers to questions posted to the PA eMarketplace portal website ( <a href="http://www.emarketplace.state.pa.us">http://www.emarketplace.state.pa.us</a> ).	Issuing Office	<b>November 30, 2023</b>
Please monitor the PA eMarketplace portal website for all communications regarding this IFB, such as addendums, answers to questions, revised appendices, etc.	Bidders	<b>Ongoing</b>
Bid package must be received by the Issuing Office at:  PASupplierPortal website ( <a href="http://www.pasupplierportal.state.pa.us">http://www.pasupplierportal.state.pa.us</a> ) no later than this date.	Bidders	<b>December 07, 2023 3:00PM EST</b>

## GENERAL INFORMATION

### **I-1. Issuing Office:**

The Department of General Services (“Issuing Office”) has issued this Invitation for Bid (“IFB”) on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this IFB is the Issuing Officer, Scott Cropper ([RA-GSITPROCUREMENT@pa.gov](mailto:RA-GSITPROCUREMENT@pa.gov)), 555 Walnut Street, Forum Place 6<sup>th</sup> Floor, Harrisburg, PA 17101, the Issuing Officer for this IFB. Please refer all inquiries to the Issuing Officer.

The Issuing Officer is the sole point of contact for Contractors concerning this IFB. Any violation of this condition may be cause for the Issuing Office to reject the offending Contractor’s bid. If the Issuing Office later discovers that the Contractor has engaged in any violation(s) of this condition, the Issuing Office may reject the offending Contractor’s bid or rescind its contract award. A Contractor must not distribute any part of its bid beyond the Issuing Office. A Contractor’s sharing of information contained in its bid with other Commonwealth personnel and/or competing Contractor personnel may be cause for the Issuing Office to reject the offending Contractor’s bid.

### **I-2. General Objectives:**

This Invitation for Bids ("IFB") provides to those interested in submitting bids for the subject procurement ("Bidder") sufficient information to enable them to prepare and submit bids for the Office of Administration's consideration on behalf of the Commonwealth of Pennsylvania ("Commonwealth") to satisfy a need for Software and related Services. Click-through agreements are not permitted through any Contract resulting from this IFB. The scope of this IFB is as follows:

- A. Lot 1, Microsoft Software
- B. Lot 2, Adobe Software

### **I-3. Specific Objective:**

To obtain the best discount from each OEM. One bidder will be selected for each OEM. The same bidder may be awarded both contracts based on best discount.

### **I-4. Bidder Eligibility**

Microsoft Software: Resellers must be certified as a Licensing Solutions Provider (LSP). Adobe Software: Must be Platinum Reseller.

### **I-5. Contract Terms and Conditions**

This IFB will be subject to the Contract Terms and Conditions included as Exhibit A.

### **I-6. Required Documents**

The following documentation must be completed and returned with a contractor’s bid:

- **Appendix A, Manufacturer Discount List:** Contractors should submit pricing for all in-scope equipment and services which they intend to sell through contracts resulting from this IFB. Contractors may submit different discounts for each manufacturer.
- **Appendix B, Lobbying Certification Form**
- **Appendix C, GSPUR-89 Reciprocal Limitations Act Requirements**
- **Appendix D, COSTARS Program Election Form**
- **Appendix E, Dedicated Contacts**
- **Appendix F, BOP-2201-06 Worker Protection Form**
- **Appendix I, Iran Free Procurement Certification Form**
- **Eligibility Credentials:** Documentation of status as a Microsoft Licensing Solutions Provider for Lot 1. Documentation of status as an Adobe Platinum Reseller for Lot 2.
- **Manufacturer Authorization Letter** (if applicable): If a Contractor is submitting as a reseller, it must submit a Manufacturer Authorization Letter which clearly states that the Contractor is authorized to provide the original equipment manufacturers (“OEM”) networking equipment and services to the Commonwealth for this IFB. The Manufacturer Authorization Letter must reference the Commonwealth IFB 6100059624 for Microsoft and Adobe Enterprise Software. A Contractor must submit a Manufacturer Authorization Letter for each OEM which the Contractor is proposing unless the Contractor is the OEM.

Failure to submit any of the documentation listed above will result in the bid being rejected. The submission of any documentation other than what is listed above may result in the bid being rejected.

**I-7 Bidding Reference Material:**

- [Supplier Registration Guide](#)
- [Supplier Bidding Guide](#)
- [Attaching Documents](#)
- [Electronic Bidding Portal](#)

## REQUIREMENTS

### 1.

- (a) Reseller Services. The Contractor shall provide Reseller Services to the Commonwealth.
  - (i) Pre-sales Assistance:
    - (1) The Contractor must have a resale and/or distribution agreement with the software publishers prior to reselling and/or distributing the Software. The Contractor must have required agreement(s) in place prior to bidding on this

IFB. The Contractor must have necessary agreements in place to resell the publisher's products to the Commonwealth to qualify to bid on this IFB.

- (2) In addition, software packaged with hardware as an appliance may be provided, but only with the written approval of the Contracting Officer on a case-by-case basis.
- (3) The Contractor must provide a quote for Software, when requested by the Commonwealth, at any time during the term of the Contract.
- (4) Orders for SaaS subscriptions and Software maintenance made during the term of the Contract may extend up to three (3) years past the expiration date of the Contract.
- (5) All quotes must comply with the terms of this Contract.
  - (A) At a minimum, all quotes shall include Quantity, Unit price, Total Price, Quote ID, Contract number; licensor agreement number (if applicable); service period (if applicable), licensor product ID, licensor product title; line-item descriptions; renewal terms; method of delivery; 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.
  - (B) No additional terms and conditions may be attached to a quote or linked to in a quote. Any such terms shall have no binding effect on the Commonwealth.
  - (C) Contractors must provide a quote that clearly identifies all Software, Services and/or requirements which may incur costs for the Agency. Contractors may not bill Agencies for costs not identified in the quote agreed to by the Agency.
- (6) The Contractor must honor all quotes for 90 days.
- (7) The Contractor must assist the Commonwealth, when requested, in determining the most effective buying strategies and ensuring compliance with licensing requirements. Includes, but is not limited to:
  - (A) Advice to Agencies seeking available products that meet specific requirements.
  - (B) Advice to Agencies regarding options to select when acquiring new licenses.

- (C) Appropriate version (i.e., single product, suite).
- (D) Appropriate platform—SaaS versus on premise.
- (E) Aggregate purchases.

(ii) Timing: Quote and order delivery time must be as set forth in the applicable Service Level Agreement, unless the parties have agreed to an alternative date and such date is established in writing on the quote and/or Purchase Order.

(b) License and Subscription Administration.

(i) The Contractor shall be responsible for license and subscription administration services, which include but are not limited to, reporting, tracking of license and/or subscription numbers and assisting agencies with enrollment/activation procedures, if applicable.

(ii) All license/subscription information data acquired and retained by the Contractor shall be stored such that the license/subscription information can be easily transferred to a new system upon Contract termination.

(c) Volume License Agreements (VLA).

(i) Authorized Administrator. The Contractor shall, at the request of the Contracting Officer, assume administration responsibilities for any VLA for the Commonwealth. For example, Microsoft contacts the “Authorized Administrator” for the Microsoft VLA whenever anyone requests access to the Microsoft Volume Licensing Services (MVLS) or Microsoft 365 admin center website(s). The Contractor shall take any steps necessary to authorize such access.

(ii) Enrollments. The Contractor shall manage any enrollment process required for Eligible Entities to make use of VLAs, including renewals if applicable.

(iii) Usage. The Contractor shall track VLA usage, either at the Commonwealth level or Agency, as may be required by the terms of the VLA. The Contractor shall assure that the pricing conforms to VLA terms, and must notify the Commonwealth or the Agency, as applicable, of any projected price changes based on utilization. If the VLA requires periodic “true-ups,” the Contractor shall assist the Commonwealth and/or Agency with the process and shall issue invoices in time for the Commonwealth and/or Agency to meet VLA requirements.

(iv) VLA Renewals. The Contractor shall advise the Commonwealth of upcoming VLA expirations and shall provide an analysis of changes in the VLA language and requirements, if any. The Contractor shall provide any necessary documents and information required for the renewal.

- (v) New VLAs. The Contractor shall work with the Commonwealth and licensors as needed to establish new VLAs. The Contractor shall ensure that the Commonwealth receives timely and pertinent license information, such as for license or agreement renewals, or opportunities based on actual volume.
- (vi) VLA Transfer at Contract Startup. The Contractor shall honor existing Commonwealth VLAs with publishers and include those licenses as part of the Contractor's license tracking service. If required by the Commonwealth and/or a licensor, the Contractor shall identify itself to the licensor as the Contractor for the Commonwealth. If required by the licensor, the Contractor shall execute a change of channel partner agreement with the licensor.

(d) Order Fulfillment.

- (i) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Software or Service.

The Contractor delivery methods must adhere to Part III, Section 9, Delivery, of **Exhibit A, Contract Terms and Conditions for IT Supplies and Related Services**. The Contractor is responsible for download, delivery or drop shipment of Software to any location requested by the Commonwealth and/or its contractors acting on behalf of the Commonwealth. If the Software is defective, or if the incorrect Software is delivered, the Contractor must accept returns, without charge to the Commonwealth.

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(e) Vendor Management.

- (i) The Contractor shall be responsible for providing vendor management services, which includes, but is not limited to, obtaining product information from its licensors, negotiation assistance for software agreement(s), and advocating on behalf of the Commonwealth with its licensors.
- (ii) The Contractor must notify the Commonwealth of all name changes of its licensors.

**2. Key Personnel.**

(a) Account Manager.

- (i) 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.



- (ii) 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) 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 Software and/or Services, reporting, providing recommendations on Software and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all agency requests.
- (c) Replacement of Personnel. After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace personnel without written approval of the Commonwealth and in accordance with the following procedures.
  - (i) The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least 15 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 10 calendar days of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
  - (ii) 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 staff. 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 30 calendar days from the availability change.
  - (iii) 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 10 days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.
- (d) Incident Escalation. The Contractor must provide an incident escalation path, showing the name, contact information, and role of individuals to whom problems should be escalated if they are not resolved by primary assigned contacts or by escalation to the next level.

### **3. Volume Orders:**

- (a) The Contractor must be capable of fulfilling large volume orders.
- (b) The Contractor is encouraged to offer higher discounts for large volume purchases.

4. **Service Level Agreements (SLA):** The Contractor must meet the following SLAs.

Performance Metric	Performance Target	Definition	Frequency of Review	Remedy for Failure to Perform
Customer Inquiry Response Time	95%	The Contractor must return phone calls or respond to emails within a <u>maximum</u> of four (4) business hours after an Inquiry is made (i.e. an email is received). Each Incoming Request returned after four (4) business hours = Missed Response. Commonwealth requests for quotes and incident reports shall be submitted to the Contractor via a dedicated email box for tracking purposes.	Monthly	N/A
		<b>Calculation:</b> (Total Responses trackable by Contractor – Missed Responses reported by Commonwealth or Contractor)/Total Responses trackable by Contractor.		
Quote delivery for	95%	The Contractor must provide quotes within two (2) business days for	Monthly	1% credit on the purchase

<p>Software and Services Currently Available for Resale</p>		<p>Software and Services currently available for resale to the Commonwealth. Each requested Quote for Software and Services delivered after two (2) business days = Missed Quote.* ** Commonwealth requests for quotes and incident reports shall be submitted to the Contractor via a dedicated email box for tracking purposes.</p> <p>*Subject to the OEM or Publisher response times.</p> <p>**This excludes custom or specialized Services, Software, and provisioning of excess usage which may require additional scoping, discovery and/or an agreed to Statement of Work.</p>		<p>order resulting from the Missed Quote.</p>
		<p><b>Calculation:</b> (Total Quotes – Missed Quotes)/Total Quotes</p>		
<p>Quote delivery for Software and Services not Currently Available for Resale</p>	<p>98%</p>	<p>For Services and Software not currently available , the contractor must provide the quote or a No-Bid response <u>within</u> 10 business days. Each such requested quote for Software and Services not currently available or a No-Bid response after 10 business days = Missed Quote.* **</p> <p>*Subject to the OEM or Publisher response times.</p> <p>**This excludes custom or specialized Services, Software, and provisioning of excess usage which may require additional scoping, discovery and/or an agreed to Statement of Work.</p>	<p>Per Request Assessed Monthly</p>	<p>1% credit on the purchase order resulting from the Missed Quote</p>
		<p><b>Calculation:</b> (Total Quotes – Missed Quotes)/Total Quote.</p>		

Order Delivery for Software and Services Currently Available for Resale	98%	The Contractor must make the required delivery time within 10 business days after receipt of an order for Software or Services currently available. Each such order delivered after the standard fulfillment time of 10 business days = Missed Order.	Per Order Assessed Monthly	2% credit on the purchase order for the Missed Order.
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		<b>Calculation:</b> (Total Orders – Missed Orders)/Total Orders.		
Invoice receipt	98%	The Contractor must provide invoices for all orders and services within 60 calendar days of delivery of software or services. Each invoice that is not provided to the Commonwealth within 60 calendar days of the delivery of software or services or end of billing period = Late Invoice.	Monthly	1% credit on the purchase order for each Late Invoice.
		<b>Calculation:</b> (Total Invoices – Late Invoice(s))/Total Invoices.		
License expiration notification	100%	The Contractor must notify the Agency at least 90 calendar days prior to license expiration. Each time Contractor does not provide documented notification at least 90 calendar days prior to the license expiration of software or service which results in the Agency license unintentionally expiring = License Expiration.*  *Subject to notification from the OEMs or Publishers.	Monthly	1% credit on the Purchase Order associated with each applicable License Expiration.

		<p><b>Calculation:</b> Each time Contractor does not provide documented notification at least 90 calendar days prior to the license expiration of software or service which results in the Agency license unintentionally expiring = License Expiration.</p>		
Software upgrade notification	95%	<p>Within five (5) calendar days of the announcement of a software upgrade, the Contractor must notify each Agency that holds a license(s) for the software title being upgraded by the licensor.*</p> <p>*Subject to notification from the OEM or Publisher.</p>	Monthly	N/A
		<p><b>Calculation:</b> Upgrade announcement + 5 days.</p>		
Software end of life notification	95%	<p>Within five (5) calendar days of an announcement by a licensor that a software title will reach its end of life, the Contractor must notify each agency that holds a license(s) for the software title reaching end of life.*</p> <p>*Subject to notification from the OEM or Publisher.</p>	Monthly	N/A
		<p><b>Calculation:</b> End of life notification + 5 days.</p>		
Software maintenance expiration	100%	<p>The Contractor must notify the agency 90 calendar days prior to the expiration date of any software maintenance services. Each time Contractor does not provide documented notification at least 90 calendar days prior to the expiration date of any software maintenance services which results in the Agency software maintenance services unintentionally expiring = Maintenance Expiration.</p>	Monthly	1% credit on the Purchase Order associated with each applicable Maintenance Expiration

	<p><b>Calculation:</b>  Each time Contractor does not provide documented notification at least 90 calendar days prior to the expiration date of any software maintenance services which results in the Agency software maintenance services unintentionally expiring = Maintenance Expiration.</p>		
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- (a) If the Contractor fails to meet a performance target as described in the SLA for **three (3)** consecutive months, the Commonwealth will require the Contractor to submit a corrective action plan to meet the SLA. The Commonwealth reserves the right to terminate the Contract according to the terms of Exhibit A. “Standard Catalog” refers to software titles currently under license by the Commonwealth.
- (b) If the Contractor provides sufficient justification to a missed SLA, and the infraction was beyond the control of the Contractor and unforeseen, the Commonwealth reserves the right to waive the service credit. This will be done on a case-by-case basis.

**5. Reports and Project Controls**

All reports must be provided in Contractor format (unless format provided by Commonwealth).

- (a) Meetings. The Contractor’s Account Manager must meet monthly with the Commonwealth for the first six (6) months of the Contract. Thereafter, the Account Manager should hold Quarterly Business Reviews with DGS and OA OIT.
- (b) Monthly SLA Report. The Contractor shall provide a monthly SLA report to the Commonwealth no later than the ten (10) business days of the end of the previous month, based on incidents reported by the Commonwealth to the Contractor related to the SLAs. The Report shall demonstrate the Contractor’s performance as compared to the performance metrics set forth in **Section 5, Service Level Agreements (SLAs)**. The SLA report shall include at a minimum: Agency Information and Service Level Tracking.
- (c) Quarterly Reports. The Contractor must provide a quarterly report to the Commonwealth. The Commonwealth has included a sample template in **Appendix J, Quarterly Report Template**. The final report template shall be agreed upon by the Contractor and the Commonwealth. The report should include at a minimum:
  - (i) Sales report, which includes, at a minimum:
    - (1) Agency Information: Identifying information for the purchasing agency.

- (2) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
  - (3) Product and License Information: Detailed information about the product purchased including the publisher, publisher agreement number, title, version, and manufacturer part number.
  - (4) Order Information and Invoice Information: Detailed breakout of the total cost of the order, including per unit cost and purchase order number. This includes the quantity provided as well as the reseller's cost basis and contracted mark up or discount off list.
  - (5) Invoice Information: Invoice information for the associated order.
- (ii) Problem and response report, which includes, at a minimum: Agency Information, Product and License Information, Maintenance/Services Information and Problem/Response Information.
  - (iii) Outstanding issues summary report, which includes, at a minimum: Agency Information and Outstanding Issue Summary.

The Contractor must provide quarterly reports to the Commonwealth no later than 15 business days after the end of a quarter. A quarter is defined by the Commonwealth as follows:

- (1) Quarter 1: January through March.
- (2) Quarter 2: April through June.
- (3) Quarter 3: July through September.
- (4) Quarter 4: October through December.

The business hours of the Commonwealth are as follows: 7:30 am to 5:00 pm ET, Monday through Friday, excluding state holidays. Contractor staff must be available to the Commonwealth during business hours.

- (d) Cost Compliance Verification Report. At any time during the Contract, the Commonwealth may require a report and/or documentation demonstrating that Contractor's equipment or other charges are in compliance with the Contract. This could include copies of third-party and Contractor invoices relative to a particular transaction, copies of catalogs, or other documentation. If it is determined that Supplies or Services were charged at more than the agreed upon price, the Contractor will be required to refund or issue credits to the agencies

that were overcharged, and to identify procedures which will be implemented to avoid future overcharges. Repeated instances of overcharging may result in suspension from new business, contract termination, or other consequences.

- (e) Cost-Plus Cost-Minus Verification Report. The Contractor shall present, at least on an annual basis, verification reports that certify compliance with the Contract pricing. At its own expense, the Contractor is required to obtain the services of a certified independent third party (e.g., CPA firm) to complete verification reports.
  - (i) The Contractor may not propose companies with which they have done business in the past two years, unless otherwise agreed to by the Commonwealth.
  - (ii) The Contractor shall recommend three independent certified independent third parties from which the Commonwealth will select one (1) independent third party.
  - (iii) A minimum of 100 product orders will be selected by the Commonwealth.
  - (iv) The Contractor shall suggest a report format, subject to Commonwealth approval. The report shall include, at a minimum, the product or service description, the manufacturer name, the manufacturer item number, the discount required by the contract (Level 1 and Level 2), the invoice price from the manufacturer, the price charged to the Eligible Entity, and the actual percentage markup. If more than 5% of the items have a higher markup than required by the contract, a more comprehensive audit, the scope of which will be determined by the Commonwealth, will be conducted at the Contractor's expense. The Contractor must reimburse any agencies that were overcharged, either via credits or by providing a check, as requested by the affected agency. The Commonwealth may make a determination that reimbursement will be waived in cases where the cost to the affected agency to manage the reimbursement will exceed the value of the reimbursement.
  - (v)
- (f) License and Subscription Reports. The Contractor shall maintain and provide upon request, listing of all license and subscription agreements indicating if they are Enterprise or Agency specific agreements.

Additional Reports. The Commonwealth may add or remove additional reports from the list of those required at any time.