

Questions & Answers
 IFB 6100059624
 Microsoft and Adobe Enterprise Software

#	Question	Answer
1	RFP - Can we just respond to the Lot 1 - Microsoft portion?	Yes. Each lot will be awarded separately. Please note that one vendor can be awarded both lots. Refer to section I-3 of the Specifications document.
2	What is the weighting on evaluation criteria? And, will responding to Lot 1 only impact our position?	Responses will be evaluated based on the percentage discount from list price for each lot. Responding to just one lot will have no impact on evaluation. Refer to section I-3 of the Specifications document.
3	Can they provide a weighted view of what SKU's their current environment is allocated to?	Authorized bidders are permitted to request a current list of products from Microsoft or Adobe for the purpose of bidding on this solicitation only.
4	How many agreement/enrollments are you expecting?	Unknown, as the Commonwealth master agreement(s) are available to any government agency or other state or local government agency, such as counties, townships, other types of local governments, and other entities authorized to purchase from state contract.
5	In 2022, how many entities were enrolled?	Unknown, see answer to above question. The Commonwealth is aware of approximately 30 Microsoft Enterprise Agreements, 1 Server Cloud Enrollment, and 46 select plus agreements and 2 Adobe ETLA, 9 VIP/LGA, and 1 CLP; but more agreements could be in place due to the availability of the contract as stated in above answer.
6	Do you have a list of SKUs you'd like us to provide pricing for?	Your discount should cover all products offered.
7	What types of Agreements are you looking for? Open Value, EA, EA GOV, MPSA, ELA, ETLA, others?	Examples of current agreement types used by the Commonwealth are EA, Select Plus, Server Cloud Enrollment (SCE), CLP, ETLA, VIP, LGA but Commonwealth is not limited to only these types of agreements.
8	Will this agreement be a Consortium type contract/agreement or direct with the end user?	The contract will be an Enterprise agreement for all using agencies.

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9	What % of licenses are SaaS vs On-prem?	The Commonwealth mainly purchases subscription-based licensing, but does have the ability to purchase Perpetual, Software Assurance, Maintenance, Step-up, or other license types. % is not available due to the availability of the contract as stated in the above answer(s).
10	Who is your MS Rep?	Due to the availability of the contract as stated in the above answer(s) there may be multiple reps. However, OA-OIT primarily deals with George Spanakis, Strategic Account Executive.
11	Who is your Adobe Rep?	Due to the availability of the contract as stated in the above answer(s) there may be multiple reps. However, OA-OIT primarily deals with Steven Tunney, Enterprise Account Executive - SLG .
12	Please provide prior year Total Revenue for MS as well as Adobe.	Per CDW sales reports: Microsoft approximately \$34M in 2022 and Adobe approximately \$1.5M in 2022
13	Monthly Meetings – is this in person or virtual meetings?	All meetings will be virtual unless in-person is specifically requested.
14	Will the Manufacturer Authorization Letters for each OEM satisfy the Eligibility Credentials requirements?	Please see I-4 of the Specifications for eligibility requirements.
15	We kindly request that the Commonwealth consider an extension to December 14th 2023. The required terms and conditions currently written and included with the bid package will require numerous internal approvals; we want to ensure that we have adequate time to get all of these in place so that we may participate in a response. We believe that the Commonwealth will benefit from having as many participants as possible, promoting a competitive landscape for this large IFB.	The Commonwealth has no intention of extending the solicitation at this time.

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16	We are extremely excited to have the opportunity to participate in this IFB. Upon award, would the Commonwealth be open to allowing for any negotiation of terms and conditions? Due to the scope of this contract being for third party software products, we find that it would be beneficial to thoughtfully consider relevant terms and conditions where applicable.	Negotiations are not permitted on an IFB.
17	Per Exhibit A section 16 references IT standards and policies issued by the Governor’s Office of Administration, Office for Information Technology (OA/OIT) (located at: https://www.oa.pa.gov/Policies/Pages/itp.aspx), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy, Are there other policies that we must comply with? If yes, can you please identify the ITP numbers?	All applicable ITP’s must be complied with; however, most of the IT policies are relevant for the product and not the reseller of the product.
18	Would the State be willing to enter into good faith negotiations for the leasing and financing terms upon award of this IFB?	Negotiations are not permitted on an IFB.
19	Is it correct to interpret that any awarded Contractor will have no obligation to offer Purchasers the option to pay for any items covered by the Contract in installments over time, and will not be obligated to accept a purchase order including such terms?	Correct
20	Is it correct to interpret that any awarded Contractor will have no obligation to offer Purchasers the option to lease any items covered by the Contract, and will not be obligated to accept a purchase order including such terms?	Correct.
21	Is it correct to interpret that any awarded Contractor will have no obligation to offer Purchasers any other financing options for items covered by the Contract, and will not be obligated to accept a purchase order including such terms?	Correct.

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22	Would it be acceptable for bidders to submit their responses noting that they are unable to offer leasing under an awarded contract?	Yes.
23	If no exceptions to the IFB are being allowed by the State, can the IFB be limited to the installment purchase terms only once awarded?	Purchase orders shall be sent with monthly or yearly terms depending upon the agreement with the OEM. The Commonwealth does not consider this installment.
24	If no exceptions to the IFB are being allowed by the State, can the leasing additional terms be excluded from the IFB once awarded?	Leasing will be at the option of the awarded bidder.
25	The provisions of Section 14 of Exhibit A appear largely inapplicable to the scope of the IFB. Would the Commonwealth consider negotiation of Section 14 to be more in line with the resell of software?	Negotiation of an IFB is not permitted.
26	The provisions of Section 15 of Exhibit A appear to be overly restrictive for the scope of this IFB. Would the Commonwealth consider negotiation of Section 15 to be more appropriate under the circumstances?	Negotiation of an IFB is not permitted.
27	The provisions of Section 16-18 of Exhibit A appear inappropriate for a reseller of software. Would the Commonwealth consider negotiation of Sections 16-18 to be more appropriate for the scope of resell of software?	Negotiation of an IFB is not permitted.
28	Section 49 of Exhibit A includes a reasonable limitation of liability, but then excludes an extremely broad range of claims, leaving unlimited liability for many claims. It is standard and reasonable to include a reasonable and meaningful limitation of liability; would the Commonwealth consider removing the exclusions for Data Breach or Loss and/or obligations under Section 50?	Negotiation of an IFB is not permitted.

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29	Section 49 of Exhibit A includes a waiver of consequential damages, but then excludes an extremely broad range of claims. It is standard and reasonable to waive consequential damages; would the Commonwealth consider removing the exclusions to such waiver?	Negotiation of an IFB is not permitted.
30	The provisions of Section 50 of Exhibit A unfairly puts a burden on the reseller for software that it is reselling, and for which it is not the manufacturer. Would the Commonwealth consider removing Section 50?	Negotiation of an IFB is not permitted.
31	Section 52 of Exhibit A references Service Levels, which we believe should be inapplicable to the scope of any resulting Contract. Could the Commonwealth confirm that Services Levels are not applicable?	Service levels are applicable.
32	Section 53 of Exhibit A requires approval for subcontractors. In order to perform any applicable services most efficiently, the contractor needs the ability to move with agility on any staffing needs. Would the Commonwealth consider removing the requirement to obtain approval for subcontractors?	While this is standard required language, the scope of the IFB is for software, not services, and subcontractors are not intended to be used.
33	As each contractor will have its own insurance program, would the Commonwealth consider reasonable negotiation of the specifics of Section 58 of Exhibit A?	Negotiation of an IFB is not permitted.
34	Regarding Reseller Services, Section 6 - The Contractor must honor all quotes for 90 days: How should resellers handle this requirement when OEMs/Publishers increase their cost to the reseller during a 90-day period?	Bidders must ensure that quotes will be valid for 90 days.

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35	What is the estimated amount of Microsoft agreements you expect to have with this contract?	Unknown, as the Commonwealth master agreement(s) are available to any government agency or other entity of state or local government, other jurisdictions such as county, townships, or other types of local governments, or other entities authorized to purchase from state contract.
36	For the Microsoft portion of this IFB, it would be helpful for Insight to review the Commonwealth of PA Microsoft licensing report. Can you please give us permission to retrieve a Microsoft licensing report?	Per section I-4 of the Specifications, qualified bidders may request a licensing report from Microsoft.