

REQUEST FOR PROPOSALS FOR

Vulnerability and Risk Assessment

ISSUING OFFICE

Pennsylvania Turnpike Commission

Information Technology Department

RFP NUMBER

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REQUEST FOR PROPOSALS FOR

Vulnerability and Risk Assessment

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PART 1

GENERAL INFORMATION FOR CONTRACTORS

I-1 Purpose and Scope. This request for proposals (RFP) provides interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) for a network Vulnerability and Risk Assessment. This RFP also contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

I-2 Issuing Office. The issuing office for this Request for Proposal (RFP) is the Pennsylvania Turnpike Commission, Information Technology Department (PTC/IT). The issuing office is the sole point of contact in the Commission for this RFP.

The Information Technology (IT) department is responsible for the planning and support of the Commission's enterprise technology solutions including Mainframe, Local Area Network, Wide Area Network, Desktop Technology, Network Infrastructure and Telecommunications initiatives. It is also responsible for various other Commission computer services and business systems such as Intelligent Transportation Systems (ITS), Electronic Toll Collection (ETC), Financial & Material Management Systems, Geographical Information Systems (GIS), Enterprise Security and Enterprise Business Continuity. In addition, the IT department is responsible for IT funding, policy and acquisition strategies. As part of IT acquisition strategies, the department supports and manages a number of vendor services contracts.

The IT Project Manager designated for this effort is:

Mrs. Deborah Lehan
Analyst of Systems Security
Information Technology Department
Central Administration Building, 2nd Floor
700 South Eisenhower Blvd.
Middletown, PA 17057
Phone: (717) 920-7183
Email: dlehan@paturnpike.com

All questions pertaining to this project must be directed to Mrs. Lehan.

Alternate IT Project Management and Contact will be:

Mr. Don Franklin
Manager of Data Management & Technology Security
Information Technology Department
(717) 939-9551 x4420
Email: dfrankli@paturnpike.com

I-3 PTC Overview. The Pennsylvania Turnpike is a key transportation route within the state of Pennsylvania and a vital link in the network of the eastern United States. The Turnpike is currently 531 miles in length with 59 fare collection facilities, 21 maintenance facilities, 5 tunnels, 8 State Police barracks, 21 service plazas and two traveler information centers and we handle a traffic volume of approximately 475,000 vehicles per day, 13% of which are commercial vehicles. The Commission currently employs approximately 2,200 people, 80% of whom are bargaining unit members, and has approximate annual revenues of \$370 million dollars.

I-4 Problem Statement. The Mission and Vision of the Pennsylvania Turnpike Commission is to operate and manage a safe, reliable, cost effective and valued toll road system that offers free-flowing and enjoyable travel and service to our customers and to be considered by them as a premier transportation value. Data and information are the fundamental building blocks that enable our organization to achieve our strategic goals and initiatives in support of carrying out that mission and vision. Consequently, information technology is critically important in the capture, attainment, management, use and communication of that data and information both within the organization and externally to our customers.

The Commission, as an enterprise, has undergone tremendous growth and rapid changes in the area of enterprise information technology over the past four or five years. This period of growth and change has resulted in the Commission acquiring and implementing a wide array of diverse technologies across the enterprise, by multiple entities within the organization. With all of these rapid changes, there is a business concern that not enough focus was put into security to mitigate the threats to and weaknesses of the critical assets in the Information Technology environment of the Pennsylvania Turnpike Commission.

As a result, the Commission is seeking to proceed with soliciting qualified *network technology security service providers* to perform the tasks necessary to conduct a comprehensive vulnerability and risk assessment of our computer and telecommunications networks.

All information about the PTC's network infrastructure is confidential. Because of the nature of releasing what we consider to be confidential and critical information about our network to the general public, it is the position of the PTC that **NO** specific information about the network be published. Specific computer and network information required to perform the assessment will only be given to the successful bidder. In order to help qualified vendors adequately scope their proposals, the PTC will provide the following statistical information about our computer and telecommunication network environment:

- There are approximately 3,000 devices presenting more than 5,000 IP addresses in a range of 1.2 million possible addresses
- The IT department manages and supports over 2,000 different hardware asset categories representing more than 59,400 pieces of hardware
- The IT department manages and supports over 470 different software asset categories representing more than 27,500 software licenses
- The IT department currently operates 132 servers

- There are more than 80 sites in the PTC network

A detailed work statement is provided in Part II – Work Statement.

I-5 Project Goals. The project goals are:

- To identify, document and assess exterior strengths and vulnerabilities to the PTC
- To identify, document and assess interior strengths and vulnerabilities to the PTC
- To state the risks associated with each vulnerability identified
- To review and analyze the vulnerability assessments already performed by outside outsourced business functions with connections into the PTC network
- To review current IT security policies and procedures
- To develop and document clearly defined recommendations to mitigate the impact on the PTC's business and revenue
- To audit the PTC network as directed in the federally mandated HIPAA requirement

I-6 Prime Contractor Responsibilities. The selected contractor will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected contractor to be the sole point of contact with regard to contractual matters.

I-7 Subcontracting. Any use of subcontractors by a contractor must be identified in the quote. During the project period use of any subcontractors by the selected contractor, that were not previously identified in the quote, must be approved in writing by the Commission prior to any work being done.

I-8 Minimum Contractor Background Checks. 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 Commission IT 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.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

Before the Commission 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 Commission facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the agency consents to the access, in writing, prior to the access. The agency may withhold its consent in its complete discretion. Failure of the contractor to comply with the terms of this paragraph may result in default of the contractor under its contract.

I-9 SERB Participation. Prime Contractors are encouraged to utilize SERB vendor participation in their proposed solution. The Commission, however, will not be applying any additional advantage to contractors, who submit proposals, who are either qualified SERB vendors or who utilize a SERB vendor as a subcontractor for this particular RFP.

I-10 Resources. The Commission will provide a work area within the designated primary work location for the selected contractor resource(s) along with access to a Commission standard personal computer system(s) and Commission standard desktop software. The contractor will be responsible for providing any other needed equipment, desktop software, specialized testing software, supplies, clerical assistance and/or administrative support. The PTC will check and approve all hardware and software before being used in the Vulnerability and Risk Assessment.

The primary work location and location for project coordination will be:

PA Turnpike Commission
Central Administration Building, 2nd Floor
700 South Eisenhower Blvd.
Middletown, PA 17057

I-11 Commission Participation. Unless specifically noted in this section, contractors must provide all services to complete the identified work.

I-12 Policies and Procedures. The contractor awarded this contract will be responsible for adhering to all applicable Commission Policies and Procedures including, but not limited too, the Commission's policies on Electronic Communications Acceptable Use and Sexual Harassment and Sexual Discrimination. These policies and procedures will be provided to the contractor and their resources prior to commencement of actual work under this contract. Violation of any of these policies and procedures by the contractor resources, while performing work under this contract, may result in immediate termination of the contract. An exception will be made for the necessary violations that will occur during the course of the assessment such as penetration testing. However, all violations must first be fully explained to PTC IT personnel and have PTC's approval.

I-13 Information Handling. The nature of this project requires handling of sensitive information. All staff assigned to the project by the selected contractor will be required to sign a confidentiality statement to ensure this information is not used by the selected contractor or given to another contractor for the purpose of competitive advantage in current and future business activities with the Turnpike Commission. The selected contractor is responsible for ensuring that adequate measures are in place to minimize the access, copying and distribution of such information during work on this project. The selected contractor is responsible for proper disposal (i.e. shred, surrender) of both hard and electronic working copies of such sensitive information during work on this project, as well as any remaining information upon the completion of the project.

I-14 Proposals. To be considered, contractors should submit a complete response to this RFP, using the format provided in Part III – Information Required From Contractors. Each proposal should be submitted in five (5) copies to the Contract Administration Department. The

contractor will make no other distribution of proposals. Each proposal page should be numbered for ease of reference and should include index tabs denoting each section. Proposals must be signed by an official authorized to bind the contractor to its provisions and include the contractor's Federal Identification Number. For this RFP, the proposal must remain valid for at least 60 days. Moreover, the contents of the proposal of the selected contractor will become contractual obligations if a contract is entered into.

Each and every contractor submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice (telefax number: **(717) 986-8714**) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the contractor chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a contractor or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification, which complies, with the requirements of this RFP.

I-15 Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal.**

I-16 Response Date. To be considered, proposals should arrive at the address listed below, **on or before 2:00 PM, local time, Friday, August 27, 2004.**

Contract Administration Department

Attn: George Hatalowich

Manager, Contract Administration

PA Turnpike Commission (Mailing Address) or
P.O. Box 67676
Harrisburg, PA 17106-7676

PA Turnpike Commission (Land Address)
700 South Eisenhower Blvd.
Middletown, PA 17057

Contractors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Proposals received after the response date and time may be rejected. If, due to weather, natural disaster, or any other cause, the Commission office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open, unless the contractors are notified otherwise by the Commission. The time for submission of proposals shall remain the same.

I-17 Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP.

I-18 Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing contractors.

I-19 Incurring Costs. The Commission is not liable for any cost or expenses incurred by contractors prior to issuance of a contract.

I-20 Pre-proposal Conference. There will be **NO** pre-proposal conference scheduled for this RFP. Contractors may, however, submit questions that they have about the RFP. **All questions should be directed, in writing, to** Deborah Lehan, Analyst of Systems Security, 700 South Eisenhower Blvd., Middletown, PA 17057 or via email at dlehan@paturndpike.com no later than **Friday, August 6, 2004**. All contractors will be provided with the answers to questions asked by any one contractor and all questions and answers will be posted, as an Addendum to the RFP, on the Commission's Internet web site at www.paturndpike.com by Friday August 13, 2004.

I-21 Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted on the web site under the original RFP document.

I-22 Discussions for Clarification. Contractors who submit proposals may be required to make an oral or written clarification of their proposals to the Commission to ensure thorough mutual understanding and contractor responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-23 Best and Final Offers. To obtain best and final offers from contractors whose proposals are determined by the Commission, in its sole discretion, to be reasonably susceptible of being selected for award, the Commission may (a) enter into discussions; (b) schedule oral presentations; and (c) request revised proposals.

I-24 Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. If a contract is executed, however, the successful proposal submitted in response to this RFP shall be subject to disclosure. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing contractors at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

I-25 Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a open-end, fee for service contract and will contain the Standard contract Terms and Conditions shown in Appendix A. The Commission may in its sole discretion undertake negotiations with contractors whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-26 Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end one year from that date. The Issuing Office shall fix the Effective Date after the contract has been fully executed by the contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-27 Debriefing Conferences. Contractors whose proposals are not selected will be notified of the name of the selected contractor and will be given the opportunity to be debriefed, at the Contractor's request. The Issuing Office will schedule the time and location of the debriefing. The contractor will not be compared with other contractors, other than the position of its proposal in relation to all other proposals for each criterion for selection.

I-28 News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-29 Contractor's Representations and Authorizations. Each contractor by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the contractor in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor or potential contractor.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a contractor or potential contractor, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made 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 proposal is made 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 contractor, the contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the contractor in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the contractor and except as otherwise disclosed by the contractor in its proposal, the contractor 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 contractor that is owed to the Commonwealth.
- h. The contractor is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the contractor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The contractor has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each contractor, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

PART II

WORK STATEMENT

II-1 Tasks. Example of tasks required for this Scope of Work include the following:

Vendor will identify the exterior and interior strengths and vulnerabilities as well as their associated risks at the following PTC facilities:

Central Administration Building
700 South Eisenhower Blvd.
Middletown, PA 17057

Eastern Regional Office
251 Flint Hill Road
King of Prussia, PA 19406

Western Regional Office
2200 North Center Avenue
New Stanton, PA 15672

Breezewood Interchange at PA Turnpike Mile Post #161

Gettysburg Interchange at PA Turnpike Mile Post #236

Everett Maintenance Shed including the Engineering Trailer at PA Turnpike Mile Post #154

Blue Mountain/Kittatinny Tunnels at PA Turnpike Mile Post #198

Based on the findings, the vendor may be required to visit additional facilities.

Vendor will identify the strengths and vulnerabilities of any PTC wireless LAN connections.

Vendor will review and analyze two (2) vulnerability assessments already performed, by contracted outsourced business partners of the Commission who have business related connections into the PTC network.

Vendor will review all IT security related policies and procedures for validity within the client environment, enforceability, applicability to vulnerability phases, generic legality and currency with recent best-practice methodologies. If a policy is found to be insufficient, provide a recommended proposed policy.

Vendor will provide a summary of the tests performed (detailed information should be made available upon request), results of the testing (identified on a threat scale i.e. "critical" as the

worst, to "informational" as the most minor), and recommended best practice resolutions for mitigating risk including proposed hardware/software solutions and costs where possible.

Vendor will conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information (EPHI) held by the PTC as directed in the federally mandated HIPAA EPHI requirement (reference the Federal Register Volume 68, Number 34, Section 164.308(a)(1)).

Vendor will provide reports as defined in section II-4 number 5 of this RFP.

II-2 Work Skill Requirements. The selected contractor must provide professional and technical staff dedicated to this project. Staff assigned to this project must be able to work in a cooperative fashion with various Commission staff and other designated contractors during all phases of the project. Staff must be able to coordinate and receive direction from designated Commission staff during the design and implementation. Staff must be able to deliver work that is not in conflict with the priorities and hardware/software choices and limitations as established by the Commission.

The staff provided must have performed a minimum of five (5) Vulnerability and Risk Assessments for organizations the size of the PTC or larger prior to this assignment. Please provide the list of the organizations where the assessments were completed.

Project management services must be performed by staff with a minimum of three years experience in the principles and methodologies of information technology project management on projects equivalent in size to this one.

Part of the project team should have CISSP (Certified Information Systems Security Professional) credentials.

Specialized expertise may be acquired through the use of subcontract agreements. However, the Prime Contractor is required to have staff that has, or will obtain prior to the completion of the project, training and/or certification in the tools necessary to conduct the assessment. Subcontracts must be identified in the proposal according to section I-7 SUBCONTRACTING.

II-3 Specific Requirements. Specific requirements include:

1. Develop documents in a Microsoft Office 2000 Professional Suite environment.
2. The project plan must be developed in Microsoft Project 2000.
3. A PTC IT employee will accompany the vendor at all times.
4. Any penetration testing that will substantially affect the work performance at the Commission must be done during off hours. All testing must be scheduled and approved by the Commission. PTC resources will monitor all testing.

5. All documents become the property of the PTC and are not subject to copy write infringement laws.

II-4 Reports and Project Control

1. **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced.
2. **Status Report.** A periodic progress report covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the contractor in its proposal, as amended or approved by the Commission.
3. **Bi-Weekly Status Meetings.** Bi-weekly status meetings will be conducted covering the progress and problems encountered during the assessment.
4. **Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include contractor recommendations with supporting rationale.
5. **Final Report.** A final report to permit the Commission to satisfy itself as to the projects completeness and acceptance of deliverables. The final report should specify the following information:
 - Executive summary as to the result of the project in terminology that will be meaningful to executive management and others generally familiar with the subject areas.
 - A description of techniques used during the study.
 - A summarization of any findings, conclusions, or recommendations developed in each task for each deliverable.
 - A summarization of the social engineering vulnerability assessment.
 - Any and all supporting documentation; e.g., flow charts, forms, questionnaires, etc. associated with findings, conclusions, or recommendations.
 - A recommended time-phased work plan for implementing any recommendations.

II-5 Proposed Implementation Schedule

The Commission seeks rapid development and implementation of this initiative and has targeted a timeframe of two months for the successful completion of the identified deliverables and components.

The Commission anticipates the project to be fully completed by no later than March 1, 2005.

PART III

INFORMATION REQUIRED FROM CONTRACTORS

Contractor proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Sections III-1 through III-6 hereof; (ii) Cost Submittal, in response to Section III-7 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract.

The Commission may make such investigations as deemed necessary to determine the ability of the contractor to perform the work, and the contractor shall furnish to the Commission all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such contractor fails to satisfy the Commission that such contractor is properly qualified to carry out the obligations of the agreement and to complete the work specified.

III-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

III-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

III-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part II of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person-hours allocated to each task, depicting different categories and prices of personnel where applicable.

III-4. Prior Experience. Include a description of your company's experience in performing Vulnerability and Risk Assessments including the number and size of similar projects and subsequent project outcomes. Also include a description of your company's experience providing assessments for HIPAA, your understanding of HIPAA and their EPHI compliance regulations. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified specifically and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

III-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, analysts, researchers, programmers, consultants, etc., who will be engaged in the work. If there is a requirement for personnel to work outside of the designated work location, identified in Section I-10, show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience in performing Vulnerability and Risk Assessments. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

III-6. Objections and Additions to Standard Contract Terms and Conditions. Contractor will identify which, if any, of the terms and conditions contained in Appendix A it objects to and what additional terms and conditions contractor requires. Contractor's failure to object or to request additions will result in its waiving its right to do so later, but the Commission may consider late objections and additional requests if it is in the best interest of the Commission to do so.

III-7. Cost Submittal. The information requested in this section shall constitute your cost submittal. **This portion of the proposal should be bound and sealed separately from the remainder of the proposal.** The total cost you are proposing must be broken down into the following components:

- a. Direct Labor Costs.** Direct labor charges should be itemized by task within deliverable; exterior vulnerabilities, interior vulnerabilities, risks associated with each vulnerability, recommendations, and review of other vulnerability assessments and policies. Itemize so as to show the following for each category of personnel with a different rate per hour. Sub-totals should also be shown for each deliverable:
 - (1) Category: e.g., project manager, network analyst, etc.
 - (2) Estimated hours.
 - (3) Rate per hour.
 - (4) Total cost for each category and for all direct labor costs.
- b. Labor Overhead.** Specify what is included and rate used. If there is no labor overhead costs in your quote, so state.
- c. Travel and Subsistence.** Itemize transportation, lodging and meals per diem costs separately. If there are no travel and subsistence costs in your quote, so state.
- d. Consultant Costs.** Itemize as in (a) above. If there are no consultant costs in your quote, so state.

- e. **Subcontract Costs.** Itemize as in (a) above. If there are no subcontract costs in your quote, so state.
- f. **Cost of Supplies and Materials.** Itemize. If there are no supplies and materials costs in your quote, so state.
- g. **Other Direct Costs.** Itemize. If there are no other direct costs in your quote, so state.
- h. **General Overhead Costs.** Specify what is included and rate used. If there are no general overhead costs in your quote, so state.
- i. **Fee or Profit.** [Inclusion of this item depends on type of contract to be awarded.] If there are no fee or profit costs in your quote, so state.
- j. **Total Cost.**

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

Only work satisfactorily performed after execution of a written contract, after the contractor's receipt of a notice to proceed from the Commission and after the contract term has begun will be reimbursed.

PART IV

CRITERIA FOR SELECTION

IV-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a contractor; (b) properly signed by the contractor; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

IV-2. Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commission. This committee will recommend for selection the proposal, which most closely meets the requirements of the RFP and satisfies Commission needs. Award will only be made to a contractor determined to be responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

IV-3. The following areas of consideration will be used in making the selection:

a. Understanding the Problem. This refers to the contractor's understanding of the Commission needs that generated the RFP, of the Commission's goals and objectives in asking for the services and of the nature and scope of the work involved including the HIPAA EPHI requirements.

b. Contractor Qualifications. This refers to the ability of the contractor to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the contractor. This also includes the contractor's financial ability to undertake a project of this size.

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the job by the contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the company and individual expertise assigned to the project.

d. Soundness of Approach. Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the scope of work. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission goals and objectives.

e. Cost. While this area will be weighted heavily, it will not normally be the deciding factor in the selection process.

This **AGREEMENT** is made this _____ day of _____, 2004, between the **Pennsylvania Turnpike Commission (“COMMISSION”)**, an instrumentality of the Commonwealth of Pennsylvania, with principal offices at Middletown, Pennsylvania (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676; physical address: 700 Eisenhower Blvd, Middletown, PA 17057),

AND

_____ (**“CONTRACTOR”**), [insert the legal status of **CONTRACTOR** such as a **Pennsylvania (or foreign) corporation (or partnership, LLC, LLP, etc.)**], with its principal office at [insert address]

WITNESSETH:

WHEREAS, the **COMMISSION** desires to . . . [describe the specific **PTC** purposes, goals, assumptions, underlying facts, or contractor's representations that are the basis of the bargain, etc.]

WHEREAS, by Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, the **COMMISSION** is authorized and empowered to enter into a contract with **CONTRACTOR**;

WHEREAS, the **COMMISSION** desires to retain the services of **CONTRACTOR** upon the following terms; and

NOW, THEREFORE, in consideration of these mutual covenants, and intending to be legally bound, the parties agree as follows:

Definitions

This section is for terms that have a special meaning for this agreement or that are used in a way different from everyday or common usage.

Contractor's Scope of Work

[There should be a document that specifies what we expect from the Contractor (such as deliverables; schedules and deadlines; representations or warranties; conditions or covenants; location of the work; use of specific persons; standards of performance; insurance requirements). This document must be made part of the Agreement (either as an exhibit which is attached or by referring to it in the Agreement without attaching it)].

The **CONTRACTOR** will perform the work described in **[identify the document/RFP#]** dated **[date]**, titled **[title]** and the **CONTRACTOR'S** proposal dated **[date]**. This document is **[SELECT ONE: attached as Exhibit _ and made a part of this Agreement OR made part of this Agreement by reference].**

Commission's Responsibilities

The **COMMISSION** shall furnish the **CONTRACTOR** access to key personnel, relevant documents, and adequate workspace for completing the work.

Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid _____ and ___/100 DOLLARS (\$_____). **[Specify whether the compensation method is hourly, cost reimbursement, lump sum, etc.]**

Duration of Agreement [and Renewal]

The term of this Agreement is **[term]**. The term may be extended for **[number]** additional years by a writing signed by both parties.

Termination

Either party may terminate this agreement at any time upon thirty- (30) calendar days written notice. If this notice is given, the **CONTRACTOR** shall be paid only for the services already rendered upon the date of the notice and for the services rendered to the date of termination, subject to all provisions of this agreement. The notice will be effective on the date of receipt. The right to cancel may be exercised as to the entire project, or as to any particular phase or phases, part or parts, and upon one or upon several occasions, but any termination may not be revoked except upon written consent of the parties through a supplemental agreement to this agreement.

Assignment and Delegation

The **CONTRACTOR** may not transfer, assign, or delegate any terms of this contract, in whole or in part, without prior written permission from the **COMMISSION**.

The **CONTRACTOR** shall not engage the services of any person or persons now employed by the Commission except with the **COMMISSION's** approval.

Governing Law

This agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania.

Observance of Laws

The **CONTRACTOR** agrees to observe all relevant federal, state, and local laws and to obtain in its name all necessary permits and licenses.

Dispute Resolution

All questions or disputes regarding any matter involving this contract or its breach shall be referred to the Board of Claims as provided in 72 P.S. § 4651. If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 C.S.A. § 7301 et seq. (Statutory Arbitration). The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

Indemnification

The **CONTRACTOR** shall be responsible for all damage to life and property due to negligence or other tortuous acts, errors, and omissions arising from or related to the work of this Agreement. The **CONTRACTOR** shall indemnify and hold harmless the **COMMISSION**, the **COMMISSION's** officers, and the **COMMISSION's** employees from any claim or liability of any type or nature arising from or related to the work of the **CONTRACTOR** or that of the **CONTRACTOR's** employees or subcontractors or the presence of these persons or individuals on the **COMMISSION's** premises.

Contractor Provisions

The Contractor Integrity and Contractor Responsibility Provisions are attached as an exhibit and made a part of this agreement.

Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

Modification

This agreement may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the **Pennsylvania Turnpike Commission** and [**Contractor's Name**] have executed this Agreement by their duly authorized officers and affixed their respective official and corporate seals on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Rebecca R. Troup
Assistant Secretary-Treasurer

Mitchell Rubin
Chairman

APPROVED AS TO FORM AND LEGALITY:

Albert C. Peters II
Assistant Chief Counsel

ATTEST:

[CONTRACTOR'S NAME]

Signature_____

Signature_____

Name_____

Name_____

Title_____

Title_____

Federal Tax ID. No. _____