

Request for Proposal

Business Intelligence System

Pennsylvania Turnpike Commission



ISSUING OFFICE

Pennsylvania Turnpike Commission

Office of the Chief Information Officer

RFP NUMBER

07-130-3535

DATE OF ISSUANCE

April 27, 2007

## **PART I: Project Background**

### **I.1 Introduction.**

The Pennsylvania Turnpike Commission is seeking a Business Intelligence (BI) solution that will allow the Commission to leverage its existing Fare Collection data to make informed business decisions. In addition to providing the software solution, the Commission is also requiring the prime vendor to provide services related with the installation, integration and ongoing maintenance and support for this solution. The solution must be able to seamlessly integrate with the Commission's Enterprise Resource Planning (ERP) product, (SAP ERP 2005).

### **I.2 History and Background.**

The Pennsylvania Turnpike is a key transportation route within the Commonwealth of Pennsylvania and a vital link in the network of the eastern United States. The Pennsylvania Turnpike Commission handles a traffic volume of approximately 600,000 vehicles per day, 13 percent of which are commercial vehicles. E-ZPass tags account for approximately 50 percent of all transactions.

The Pennsylvania Turnpike Commission operates one of the largest toll highway systems in the United States, covering 531 miles of roadway in the state of Pennsylvania. The seven-day-per-week, twenty-four-hour-per-day operation is divided into six operational Districts and includes:

- 531 miles in length
- More than 2300 employees
- 59 Fare Collection Facilities
- 2 Travel Information Centers
- 21 Service Plazas
- 21 maintenance facilities
- 5 twin tunnels
- 8 State Police barracks

PTC offers services to both private automobile owners as well as services to a variety of commercial users including trucking companies and bus lines. In addition to on demand access to the highway on a toll basis, a variety of special travel programs and informational services are provided including the following:

**E-ZPass-** A program that allows for up-front payment of toll fees in return for the ability to limit the time a traveler spends in line at fare collection facilities and the ability to travel without cash on the roadway system. This program is available to both commercial and non-commercial customers.

**Preferred Traveler Program-** A program designed for frequent turnpike travelers that provides a variety of informational products via e-mail to customers enrolled in the program.

**Informational Products-** A series of programs provided to the public via internet or telephone including travel maps, news releases, travel newsletters and weather reports.

**Operations Control Center-** A round-the-clock Operations Control Center monitors activities on the turnpike and provides public service assistance to any customer utilizing the system. The center receives an average of 400 calls and 11,000 radio transmissions each day. During severe weather the call volume can expand to more than 500 calls per hour.

## **PART II. Submittal Requirements.**

### **II.1 General Guidelines for Submittal.**

This RFP is a request for Business Intelligence software and applicable services as defined in this solicitation.

It is understood that the prime Business Intelligence software provider may partner with other service providers that may provide best-of-breed professional services or support. It is understood that PTC may also need to enter into separate agreements for licensing, maintenance, and support with the prime software provider, as well as, any other service providers.

Proposals and pricing must be submitted for the entire scope of products and services contained in this RFP. PTC reserves the right to reject any or all proposals if it determines that proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interests of the PTC.

**It is required that all cost and pricing be sealed separately from the technical response. The PTC reserves the right to reject any or all proposals that contain cost or pricing information in the technical proposal.**

The PTC has provided within this RFP, section III Proposal Requirements. Only those software providers, who clearly meet the stated requirements, will move forward in the evaluation process.

The PTC reserves the right to reconsider, at any point in this procurement process, any submitted proposal. It also reserves the right to meet with software providers at any time to gather additional information for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements. Furthermore, PTC reserves the right to modify the module list as proposed in the response up until the final contract signing.

Software providers are encouraged to submit their best price as part of the initial proposal and not to assume there will be an opportunity to provide a “best and final” offer at a later date.

#### **II.1.1 Negotiation**

This procurement involves a negotiated software contract(s). It is anticipated that, once PTC reduces the number of viable prime software providers (through proposal evaluations, software demonstrations and oral presentations) discussions and negotiations may be conducted with those proposers for the purpose of obtaining best and final offers.

#### **II.1.2 Perpetual License**

The PTC strongly desires proposals that include software subject to software providers "perpetual" licenses (i.e., PTC purchases and retains the license to use the software in perpetuity) and “fixed” fee services (i.e., license fees, maintenance, and support costs are set for a specified period of time).

### **II.1.3 Validity of Pricing**

All software providers submitting proposals agree that their pricing is valid for a minimum of 180 days after proposal opening by PTC.

### **II.1.4 Understanding of the RFP**

All software providers (prime and third-party professional service providers) are expected to carefully examine all of the documents for the project, carefully and thoroughly review this RFP, and fully understand the nature and scope of the work to be done; and their proposal is based upon the terms, specifications, requirements, and conditions of the RFP.

The PTC has included Appendix A (Understanding of Terms and Conditions of this RFP), which is to be signed by the prime software provider as well as any third-party professional services providers included in the response.

### **II.1.5 Adherence to Instructions**

When responding to this RFP, follow all instructions carefully. Prepare proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions.

**It is required that all cost and pricing information be separated from the technical response. The PTC reserves the right to reject any or all proposals that contain cost or pricing information in the technical proposal.**

### **II.1.6 Software Provider Responsibilities**

The PTC understands that some of the functionality requested may require the prime software provider to seek third-party professional services. PTC also understands the integration of multiple systems will require integration points and interfaces between the different software applications. PTC will not, under any circumstances, allow a situation to arise where any software provider demonstrates a breakdown between the integration points and interfaces of the various products. Therefore, the software providers must agree in their proposal to the following:

1. The prime software provider has a certification program (or comparable business agreement) for its third-party professional services. As part of this program PTC expects the prime software provider and/or its third-party professional services firm to verify the integration points and interfaces work correctly. The prime software providers must fully define their certification program.
2. The prime software provider will provide PTC a copy of the provider's certification program if the provider is selected.
3. Either the prime software provider or the third-party professional services provider will take ownership of the integration points and interfaces between their tools. PTC will expect the ownership to be explicitly stated within the software agreement provided to PTC. By ownership PTC means that if for any reason the interface does not work as explained within

- your response, the interface “owner” will own the sole responsibility of repairing the integration point and interfaces.
4. The “owner” will agree to warrant the proper operation of the integration points and interfaces between the systems for five (5) years from the time the software license is fully executed.
    - a. The warranty is to extend to any upgrades or migrations the two systems may go through in that period.
  5. If for some reason the interfaces should fail to operate as specified within your response, PTC shall have the following rights at no cost to PTC:
    - a. Formally notify the “owner” the interface is not working as specified.
    - b. Within 48 hours of being notified, the “owner” will formally acknowledge to PTC that the interface is in non-compliance.
    - c. Within in five business days of being notified by PTC that the interface is in non-compliance, the “owner” will provide PTC a formal plan outlining the steps the “owner” will take to resolve the problem.
    - d. Non-complaint interface issues must be resolved within 30 days of PTC’s receipt of the “owner’s” remediation plan.. If non-compliance extends to greater then 30 days after the remediation plan is delivered, PTC shall have the right to recover all software licenses costs incurred to that point.
      - i. PTC has the right to extend these time frames if in PTC’s opinion the “owner” is acting in good faith to resolve the non-compliance behavior of the software.
  6. PTC expects the “owner” to have tested integration points and interfaces within 90 days of a new product or version release of either the prime software provider’s product or the third-party software provider’s product.

### **II.1.7 Subcontracting**

Any use of third-party professional services providers by a prime software provider must be identified in the response to this solicitation. During the project period use of any third-party professional services providers by the selected prime software provider, that were not previously identified in the response to this RFP, must be approved in advance in writing by PTC.

PTC requires that the prime software providers and all third-party professional services providers, complete Appendix A (Understanding of Terms and Conditions of this RFP) stating they have read and agree to all terms and conditions outlined in this solicitation. Specific exemptions (from the prime software provider and all third-party professional services providers) to this solicitation must be outlined in an appendix labeled Exceptions to Terms and Conditions the prime software provider’s response.

This section does not preclude a firm from being set forth as a designated third-party or professional services provider to more than one prime software provider responding to this solicitation.

### **II.1.8 Minimum Software Provider Background Checks**

The prime software provider must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its third-party professional services providers, who will have access to PTC IT facilities. Background checks are to be conducted via the Request for Criminal

Record Check form and procedures 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 PTC will permit access to the software provider, the software provider must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a software provider employee has a criminal record that includes a felony or misdemeanor involving terrorist 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 software provider shall not assign that employee to any PTC facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless PTC consents to the access, in writing, prior to the access. PTC may withhold its consent in its sole and absolute discretion. Failure of the software provider to comply with the terms of this paragraph may be grounds for default under the software provider contract with PTC.

### **II.1.9 Resources**

PTC is planning to provide work space for all project team members. PTC's intent is for all software provider personnel assigned to this project to conduct business on-site at the designated work location identified below and software providers should assume there will be no remote access to PTC computer systems.

The designated work location and location for project coordination will be at or within close proximity to:

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

PTC will provide the software provider's personnel with access to a PTC standard personal computer system(s) and PTC standard desktop software. The software provider will be responsible for providing any other needed equipment, supplies, clerical assistance and/or administrative support.

Non-PTC equipment will NOT be permitted to be connected to the PTC network under any circumstances. This is true during the demonstration process as well as the eventual implementation project.

### **II.1.10 Project Leader/Staff**

The software provider shall represent and warrant that all personnel to be assigned to the project will not be removed from the project without the express written consent of the PTC, including approval of the replacement.

### **II.1.11 Policies and Procedures**

The software provider awarded this contract, while on PTC premises, shall ensure that all personnel assigned to this project will adhere to all applicable PTC Policies and Procedures including, but not limited to, PTC's policies on Security, Electronic Communications Acceptable Use and Sexual

Harassment and Sexual Discrimination. These policies and procedures will be provided to the software provider and assigned personnel prior to commencement of actual work awarded as a result of this solicitation. Violation of any of PTC policies and procedures by assigned personnel may result in immediate termination of the Agreement and/or removal from the project.

### **II.1.12 Information Handling**

The nature of this project requires handling of sensitive and confidential information. All personnel assigned to this project will be required to sign a confidentiality statement to ensure this information is not used disclosed or released for unauthorized purposes or used by the selected software provider or given to another software provider for the purpose of competitive advantage in current and future business activities with PTC. The selected software provider 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 software provider is responsible for proper disposal (i.e. shred, surrender) of both hard and electronic working copies of such sensitive or confidential information during work on this project, as well as any remaining information upon the completion of the project.

### **II.1.13 Proposals**

To be considered, software providers should submit a timely, complete response to this solicitation, using the format provided in Part III – Proposal Requirements. Software providers must conform with all RFP instructions and conditions when responding to this RFP. PTC, at its sole discretion, may reject as nonconforming any proposal that deviates from the specifications of this RFP. Proposals must be signed by an official authorized to bind the software provider to its provisions and include the software provider's Federal Identification Number.

Prime software providers may submit multiple responses, provided each response includes a unique base Business Intelligence package or that the third-party professional services have been materially altered.

For this solicitation, the proposal must remain valid for at least 180 days. Moreover, the contents of the proposal of the selected software provider will become contractual obligations if a contract is entered into.

All software providers submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided:

Proposals may be withdrawn by written or fax notice (fax number: (717) 986-8714) received at PTC's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Contract Administration Department  
Attn: Fran Furjanic, Contract Administrator  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

However, if the software provider chooses to attempt to provide such written notice by fax transmission, PTC shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a software provider or its authorized representative, provided his/her identity is made known and he/she 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 solicitation.

#### **II.1.14 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 rejection of the proposal.

#### **II.1.15 Exclusion of Taxes from Prices**

PTC is exempt from the payment of excise and sales taxes imposed by the Federal Government and the Commonwealth of Pennsylvania.

#### **II.1.16 Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the software provider's ability to meet the requirements of the RFP. Each proposal page shall be numbered for ease of reference and should include index tabs denoting each section.

#### **II.1.17 Rejection of Proposals**

PTC reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with competing software providers. All minimum requirements must be met in order for the evaluation process to continue for a particular proposal.

#### **II.1.18 Incurring Costs**

PTC is not liable for any cost or expenses incurred by software providers in responding to this RFP.

#### **II.1.19 Amendment or Cancellation of RFP**

PTC reserves the right to amend or cancel this RFP at any time if it deems it to be in the best interest of PTC.

#### **II.1.20 Addenda to the RFP**

If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the PTC website under the original RFP document. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

PTC reserves the right to extend the due date of the proposal response if for any reason an addendum is required to be released within 10 days of the response due date.

### **II.1.21 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 of Pennsylvania 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 may be subject to disclosure. All material submitted with the proposal becomes the property of PTC and may be returned only at PTC's option. Proposals submitted to PTC may be reviewed and evaluated by any person other than competing software providers at the discretion of PTC. PTC has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

### **II.1.22 Execution of Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a software provider is selected, the selected proposal and this RFP then serve as the basis for a contract that will be negotiated and executed between PTC and the selected software provider. PTC reserves the right to modify the terms and conditions set forth in this solicitation. This RFP and the proposal will become part of the eventual contract.

If for some reason PTC fails to reach consensus on the issues relative to the contract, then the PTC may commence contract negotiations with the software provider who submitted the next best proposal and so on until either a contract is executed or PTC decides to cancel the RFP or start the RFP process again.

The contract may include a liquidated damages clause.

### **II.1.23 Type of Contract**

It is proposed that if a contract is entered into as a result of this RFP, it will be multiple fixed-price agreements; one agreement for the prime software provider and an individual agreement with each of the third-party professional services providers.

### **II.1.24 Debriefing Conferences**

All software providers submitting proposals will be notified of the name of the selected software provider and will be given the opportunity to be debriefed, upon request. Contract Administration will schedule the time and location of the debriefing. The software provider will not be compared with other software providers, other than the position of its proposal in relation to all other proposals for each criterion for selection. The debriefing conference will not occur prior to a signed contract with the selected software provider.

### **II.1.25 Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by software providers with any PTC business unit or employee will be disregarded in any PTC proposal evaluation or associated award.

### **II.1.26 Insurance**

The successful software provider and any third-party software professional services provider partners shall, at its (their) own expense, carry the following insurance; the insurance will be obtained from an insurance company licensed by the Commonwealth of Pennsylvania and rated B+ or better by Best Rating Group. It shall remain in effect throughout the duration of the contract period. Any and all of the certificates of insurance requirements must be furnished to the PTC upon request. By signing and submitting a proposal under this solicitation, the software provider certifies that if awarded the contract, it will furnish a Certificate of Insurance(s) certifying the following minimum insurance coverage will be in effect at the time the contract is awarded, and will submit subsequent certifications upon policy renewals. The software provider further certifies that it and any third-party software professional services provider partners will maintain the stated insurance coverage throughout the entire term of the contract and any renewals thereof.

- a) Comprehensive General Liability Insurance - in an amount of \$1,000,000 with an aggregate of \$10,000,000. The successful software provider will also carry a Broad Form CGL Endorsement and a Non-owned and Hired Auto Endorsement.
- b) Directors and Officers Insurance- in the amount of \$1,000,000.
- c) Professional Liability Insurance- in the amount of \$2,000,000.
- d) Worker's Compensation and Employer Liability – Bodily injury by accident - \$100,000 (each occurrence) Bodily injury by disease - \$500,000 (policy limit) Bodily injury by disease - \$100,000 (each employee)
- e) Auto Liability- in the amount of \$1,000,000 combined single limit.

### **II.1.27 Software Provider Presentation of Supporting Evidence/Surety**

Software providers must be prepared to provide evidence of experience, performance ability, and financial surety that PTC deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

### **II.1.28 News Releases**

News releases pertaining to this project will not be made without prior written approval by PTC, and then only in coordination with the Issuing Office.

### **II.1.29 Inspection of Work Performed**

During the course of the project, PTC and its authorized representatives shall be allowed access to inspect all software provider materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and subsequent contract. This requirement also applies to any third-party software provider partners who may be engaged by the prime software provider. PTC will retain ownership of all work products developed by the software provider as a result of the project.

### **II.1.30 Restrictions on Contacts with PTC Personnel**

With the exception of the primary contact as specified in this RFP, from the date of release of this RFP until a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to PTC are prohibited. During the same period, no prospective software provider shall approach personnel employed by or under contract to PTC or any other entity participating in the evaluation of proposals or any other related matters. An exception to the foregoing will be made for software providers who, in the normal course of work under a valid contract with PTC, need to discuss legitimate business matters concerning the relationship of their work.

Violation of these conditions may result in rejection of the software provider's proposal.

### **II.1.31 Offer of Gratuities**

The software provider warrants, represents, and certifies that no appointed official or employee of PTC has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by PTC if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the software provider, the software provider agent(s), representative(s) or employee(s).

### **II.1.32 Software Provider's Representations and Authorizations**

Each software provider by submitting a proposal understands, represents, and acknowledges that:

- a) To the best of the knowledge of the person signing the proposal for the software provider and except as otherwise disclosed by the software provider in its proposal, the software provider has no outstanding, delinquent obligations to the Commonwealth of Pennsylvania including, but not limited to, any state tax liability not being contested on appeal or other obligation of the software provider that is owed to the Commonwealth of Pennsylvania or PTC.
- b) All information provided and representations made by, the software provider in its 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 the software provider's proposal. Misrepresentations may be punishable under 18 Pa. C.S. 4904 (Un-sworn falsifications to authorities).

- c) The price(s) and amounts in the software provider's proposal have been arrived at independently and without consultation, communication or agreement with any other software provider or potential software provider.
- d) Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of the proposal, have been disclosed to any other firm or person who is a software provider or potential software provider, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- e) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this RFP, or to submit a proposal higher than the software provider's proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- f) 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.
- g) To the best knowledge of the person signing the proposal for the software provider, the software provider, its affiliates, subcontractors, 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 software provider in its proposal.
- h) The software provider and its subcontractor(s) are not currently under suspension or debarment by the Commonwealth of Pennsylvania, or any other state, or the federal government, and if the software provider cannot certify this information, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i) The software provider has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the software product or services described in the proposal or the specifications for the software product or services described in the proposal.
- j) Each software provider, by submitting its proposal, authorizes all Commonwealth of Pennsylvania agencies to release to PTC information related to liabilities to the Commonwealth of Pennsylvania including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

### **II.1.33 SERB/DB/MB/WBE Participation**

PTC is committed to the inclusion of small, disadvantaged, minority, and woman firms (herein after called "minorities") in its contracts. Responding firms shall be creative, where appropriate, in identifying minority firms, whom they expect to utilize in the performance of this RFP. The proposal shall clearly list all firms and products or services that are anticipated to be utilized in reference to this RFP. PTC will consider the proposed amount of anticipated involvement of minorities during the evaluation process. The participation level can include, but should not be limited to the purchase of any software products, supplies, services, peripherals, hardware, etc. from such minority firms.

Proposed minority firms must be certified at the time of the submission of the proposal. "Certified" means a firm certified by any of the following agencies:

Allegheny County, Office of Minority, Women and Disadvantaged Business Enterprises  
City of Philadelphia, Minority Business Enterprise Council  
Pennsylvania Department of Transportation, Bureau of Equal Opportunity  
Port Authority of Allegheny County, Office of Equal Opportunity  
Southeastern Pennsylvania Transportation Authority, Small & Disadvantaged Business Utilization Department  
United States Small Business Administration-certified small disadvantaged businesses  
8(a) small disadvantaged business concerns  
Pa Department of General Services

If further information is desired concerning DBE/MBE/WBE participation, direct inquiries to the Pennsylvania Turnpike Commission's Contract Administration Department by calling (717) 939-9551 ext. 4241.

## **II.2 Questions Prior to Proposal Submission**

Upon release of this RFP on April 27, 2007, all software providers will be given an opportunity to submit written questions via email or US mail. All written questions must be received by PTC no later than 1:00 pm local time on May 4, 2007. No questions will be accepted after that date.

PTC will make every effort to answer those written questions submitted by May 11, 2007. Any prime vendors can request all questions and answers, by submitting a request to the e-mail address stated below.

No communications via phone will be accepted.

All written questions can be sent via e-mail to the following address: [rhibbert@paturndpike.com](mailto:rhibbert@paturndpike.com). Clearly reference the RFP number (07-130-3535) in all correspondence.

Questions may also be sent via US mail to:

Mr. Robert Hibbert  
Sr. Analyst of Business Systems  
Information Technology  
Pennsylvania Turnpike Commission  
700 South Eisenhower Blvd  
Middletown, PA 17057

**All proposals are due no later than 2:00 PM local time on May 25, 2007.**

### **II.3 Issuing Agent**

The Issuing Office for this RFP is the Pennsylvania Turnpike Commission, Office of the Chief Information Officer.

The primary contact for this RFP is:

Mr. Robert Hibbert  
Sr. Analyst of Business Systems  
Information Technology Department  
PA Turnpike Commission  
Central Administration Building  
700 South Eisenhower Blvd.  
Middletown, PA 17057

### **II.4 Submission Requirements**

#### **II.4.1 Technical and Cost Proposal**

To facilitate evaluation of the technical proposals, one copy of a CD-ROM (in Adobe Acrobat 5.0 format or Microsoft Word 2000) must be submitted containing the entire contents of the technical proposal. In addition, please include one unbound signed original. Also, please include five (5) hard copies with all parts, pages, figures, and tables, which should be numbered and clearly labeled.

#### **Sealed envelopes or cartons should be clearly marked “Technical Proposal”.**

To facilitate evaluation of the cost proposals, one copy of a CD-ROM (in Adobe Acrobat 5.0 format or Microsoft Word 2000) must be submitted containing the entire contents of the cost proposal. In addition, please include one unbound signed original. Also, please include five (5) hard copies with all parts, pages, figures, and tables, which should be numbered and clearly labeled.

#### **Sealed envelopes or cartons should be clearly marked “Cost Proposal”.**

(Delivery Address)  
Contract Administration Department  
Attn: Fran Furjanic, Contract Administrator  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

Software providers mailing technical and cost 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 and will be considered only if PTC determines it is in its best interests to do so.

**Please note that use of U.S. Mail delivery does not guarantee delivery to this address by the below-listed time for submission. Software provider's mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals.** If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next PTC business day on which the office is open. Unless the contractors are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

**To be considered, technical and cost proposals must arrive at the delivery address listed above, on or before 2:00 PM local time, May 25, 2007.**

Software providers should submit technical and cost proposals in separate sealed envelopes or cartons clearly identifying the RFP number (**07-130-3535**) in accordance with the requirements outlined in this RFP.

Software providers may submit their technical and cost proposal any time prior to the above stated deadline

The software provider's name and address should be marked clearly on the technical and cost proposal submission. Late proposals may not be considered and may be returned unopened. The official receipt of the technical and cost proposal is based upon the date and time stamp in the PTC's Contracts Administration Department.

Proposals received prior to the time of the opening will be securely kept and unopened. PTC shall not be responsible or liable for the premature opening of a proposal not properly addressed and identified. PTC cautions software providers to ensure actual delivery of mailed or hand-delivered proposals directly to the Contracts Administration Department prior to the date and time established as the proposal deadline.

Software providers must also ensure that all electronic files are clearly identified with the software provider's business name and address.

Within the Cost Proposal:

**Software providers must also provide one hard copy and one CD-ROM (in Adobe Acrobat 5.0 format or Microsoft Word 2000) copy of their standard software contract including all license agreements for review by PTC.**

Software providers must also provide detailed pricing for the complete solution.

#### **II.4.2 Proposal Costs**

Those submitting proposals do so entirely at their sole cost and expense. There is no expressed or implied obligation by PTC to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by PTC or participating in any

selection processes. PTC is not liable for any cost or expenses incurred by software providers prior or in responding to this RFP.

### **II.4.3 Proposal Acceptance Period**

Any proposal in response to this RFP shall be valid for 180 days. At the end of the 180 days, the proposal may be withdrawn at the written request of the software provider. If the proposal is not withdrawn at that time it remains in effect until an award is made or the RFP is canceled.

### **II.4.4 Acceptance**

Submission of any proposal indicates software providers' acceptance of the conditions contained in this RFP in addition to any addenda issued by PTC's Issuing Office unless clearly and specifically noted otherwise in the software providers response. Such exceptions, however, may result in the software provider being declared non-responsive. Exceptions to this solicitation are allowed but must be fully identified in the software provider's response in Appendix C Exceptions to all Sections of the RFP.

### **II.4.5 Tentative Procurement Schedule**

This is a tentative procurement schedule; PTC reserves the right to modify the schedule based on the number and quality of responses received.

April 27, 2007 - Business Intelligence software provider RFP is released.

May 4, 2007 - All written questions are due.

May 11, 2007 - Final written answers and any addenda will be posted to PTC website.

May 25, 2007 - Proposal responses are due.

June 19, 2007 - Selection of software provider announced.

#### **II.4.6 Additional Information**

PTC reserves the right to ask any software providers to submit information missing from its proposal, to clarify its proposal, and/or to submit additional information which PTC deems desirable.

#### **II.4.7 Advertising**

In the event a contract is awarded for supplies, equipment, or services resulting from this RFP, no indication of such sales or services to PTC will be used in product literature or advertising without prior written permission from PTC. The prime software provider and all third-party professional services providers shall not state in any of its advertising or product literature that PTC has purchased or uses its products or services in any way without prior written permission from PTC.

#### **II.4.8 Safety**

The software provider expressly agrees to take both directly and through its third-party software provider(s) partners, every precaution necessary at all times to protect persons and property coming into a PTC building site or being affected by the software providers operation in connection with the work performed pursuant to this RFP.

#### **II.4.9 Use of Premises**

Performance of work pursuant to this RFP or contract with PTC should be conducted in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any PTC employees or software providers.

#### **II.4.10 Hold Harmless Clause**

The software providers awarded a contract in response to this RFP shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless PTC, its officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence due to negligence or other tortious acts, errors, and omissions arising from or related to the work by the software providers or its employees or subcontractors, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree resulting from this RFP and ensuing contract. The software providers agree that this clause shall include claims involving infringement of patent or copyright.

#### **II.4.11 Workmanship and Inspection**

All work under the resulting contract shall be performed in a skillful and professional manner. If third-party professional services providers are part of the proposal, these organizations and individuals shall be clearly identified. PTC may, in writing, require the software providers to remove any employee or third-party software provider employee from the contract that PTC deems in its sole discretion appropriate for contract performance.

#### **II.4.12 Confidential Matters**

All data and information gathered by the software providers, their agents and subcontractors, and all reports, recommendations, specifications, and data shall be treated by the software providers their agents and subcontractors as confidential. The software providers, their agents and subcontractors shall not disclose or communicate the aforesaid matters to a third-party or use them in advertising, propaganda, and/or in another job or jobs, unless prior written consent is obtained from PTC. PTC recognizes that some of the material received from the software provider may be proprietary and agrees not to disclose or communicate any material so marked outside of that disclosure or communication needed to fulfill the normal business of PTC or that which is mandated under statute/regulation. It is solely the software provider's responsibility to clearly identify proprietary information as such.

#### **II.4.13 Availability of Funds**

It is understood and agreed between the parties herein that PTC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this RFP and subsequent Agreement.

#### **II.4.14 Severability**

In the event that any provision of the Agreement shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

#### **II.4.15 License Requirement**

All software providers doing business with PTC are required to be properly licensed in accordance with the laws of the Commonwealth of Pennsylvania.

#### **II.4.16 Retention of Material**

PTC reserves the right to retain all proposals, regardless of which response is selected. All proprietary sections and materials shall be clearly labeled and marked as such. No proposals will be returned to software providers.

#### **II.4.17 Limitation of Use**

PTC's right to use computer software developed entirely at PTC's expense may be limited by the software providers as stipulated in this RFP or any agreement pursuant. Notwithstanding any provision to the contrary however, PTC shall have at a minimum: 1. Unlimited use of the software on the equipment for which it purchased 2. Use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable 3. Use of the software at another PTC site should the system be entirely transferred to that location; the right to use the software on an unlimited number of testing and development platforms; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at PTC's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of PTC. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by PTC, the software provider's sole remedy shall be to pursue a monetary claim in accordance with Pennsylvania law. To the extent this conflicts with any other software license agreement, this provision shall be deemed to govern and control.

#### **II.4.18 Product Substitution**

During the term of any contract resulting from this solicitation, the software providers are not authorized to substitute any item for a product, services and/or software identified in the solicitation without the prior written consent of PTC.

#### **II.4.19 Source Code**

In the event the software providers cease to maintain experienced staff and the resources needed to provide required software maintenance for the proposed software solution, PTC shall be entitled to have, use, and duplicate for its own use, a copy of any supported release of source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, PTC shall have exclusive right to possess all physical embodiments of such software providers owned materials.

The software providers agree to escrow all source code with a third party, authorized to deliver that source code to PTC upon its sole determination that the above criteria has been met. The software providers shall update all components of the source code with the escrow agent for every version release and on not less than an annual basis. PTC will be authorized to audit the compliance of these provisions at any time. The rights of PTC in this respect shall survive for a period of twenty (20) years after the expiration or termination of the negotiated contract. All lease and royalty fees necessary to support this right shall be included in the initial license fee as contained in the pricing schedule.

#### **II.4.20 Term of Software License**

Unless otherwise stated in this RFP, the software licenses identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However PTC reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired licenses shall be for use at any computing facilities, on any equipment, by any number of licensed users, and for any purposes for which it is procured. PTC further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

Failure to pay any maintenance or other post-purchase fees will in no way nullify PTC's right to use the software. If for any reason maintenance is missed or dropped, it will be fully re-instated upon payment by PTC for all payments missed, deferred, or declined. Under no circumstances will PTC be required to re-purchase the software due to a lapse in maintenance. Future versions of the software modules purchased by PTC shall be deemed to be covered under maintenance as long as the business functionality is similar, regardless of the technical features of the future version. In other words, PTC shall not be required to re-purchase a module, like General Ledger from the software providers or its successors, regardless of the extent to which the technology and/or features of General Ledger have changed. These new features and technology shall be considered to be covered by the maintenance agreement.

Additionally, PTC reserves the right to purchase additional user license groups at a pre-determined negotiated price over the course of the first two (2) years after product "go live" date.

#### **II.4.21 Third-party Acquisition of Software**

The software providers shall notify PTC in writing should a third-party acquire the intellectual property, associated business, or assets of the service provider. The software providers further agree that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by any acquisition. Ninety (90) days prior to completion of an acquisition, the software providers shall obtain, for PTC's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the software provider's contract with PTC. Failure of the assignee to accept this document and any subsequent contractual agreements made by PTC will result in PTC, at its sole discretion, invoking section II.4.20 and II.4.19 above.

#### **II.4.22 Title of Software**

By submitting a proposal, the software provider represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this RFP, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or entity.

#### **II.4.23 Certification Testing Period - Systems**

The system specified in the contract shall be considered ready for testing upon receipt of documentation from the software providers that a successful system audit and diagnostic test was

performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the subsequent contract resulting from this solicitation. The 60-day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, PTC will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

#### **II.4.24 Definition - Equipment**

As used herein, the terms equipment, product, or system shall include hardware and software (when applicable) and any materials or supporting documentation. Such documentation may include but is not limited to: users' guides, operations manuals with part lists, copies of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

#### **II.4.25 Definition - Software**

As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

#### **II.4.26 Demonstrations**

By submitting a proposal, the software provider certifies that the specified software and/or equipment is in productive use and capable of demonstration in the proposed configuration. PTC reserves the right to require software providers to demonstrate the functionality of proposed software and/or equipment to its satisfaction prior to making an award decision. Such demonstration is intended to show that a software provider's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a software provider to promptly comply with a request for demonstration could result in their proposal being rejected. Failure to reject shall not relieve the software provider of its obligation to fully comply with all requirements of the contract.

#### **II.4.27 Equipment Environment**

Environmental specifications for any software and/or equipment to be delivered under the resulting contract shall be furnished in writing along with the software providers proposal. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be PTC's responsibility to prepare the site at its own expense to meet the environmental specifications provided.

#### **II.4.28 Latest Software Version**

Any software product(s) provided under the contract shall be the latest version generally available to the general public as of the due date of this solicitation. No beta or development versions are to be proposed.

#### **II.4.29 Ownership of Intellectual Property**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this RFP shall become the sole property of PTC. Upon request, the software provider shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to PTC to evidence PTC's sole ownership, including copyright, of specifically identified intellectual property created or developed in the performance of the contract.

#### **II.4.30 Qualified Repair Personnel**

All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. PTC reserves the right to require proof of certification prior to award and at any time during the term of the contract.

#### **II.4.31 Relocation of Equipment**

Should it become necessary to move equipment covered by the contract to another location, PTC reserves the right to do so at its own expense. If software provider supervision is required, PTC will provide prior written notice of the move at least thirty (30) days in advance, in which case the software providers shall provide the required services and be reasonably compensated by PTC. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

#### **II.4.32 Warranty Against Shutdown Devices**

The software provider warrants that the equipment and software provided under the contract shall not contain any lock, back door, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Software provider further warrants that neither it, nor its agents, employees, or third-party software provider's shall insert any shutdown device following delivery of the equipment and software.

#### **II.4.33 Warranty**

The selected software providers shall warrant that the proposed software will conform to the requirements as stated in this RFP. That is, the requirements as stated in this RFP will become part of the selected prime software provider contract and will be warranted as such. The selected software providers must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional requirements as included in this RFP. Furthermore, the warranty, at a minimum, shall be valid for the duration of the implementation and for a period of not less than 24 months after final acceptance of all modules/suites/applications included in the implementation. PTC will look more favorably at software providers with warranty periods longer than the minimum specified herein. Any conflicting warranty information or licensing provisions incorporated in the software requiring release of the terms within the RFP or consent to the terms incorporated within the software whether

direct or implied in order to load the software is void to the extent that it conflicts with the final negotiated contract warranty terms.

#### **II.4.34 Anti-Discrimination**

By submitting their proposals, software providers certify to PTC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Pennsylvania Fair Employment Contracting Laws, as amended, where applicable, the Pennsylvanians with Disabilities Act, the Americans with Disabilities Act and Pennsylvania law. The awarded organization shall not discriminate against any recipient of goods, services, or disbursements made [pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice] or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other vendors that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

#### **II.4.35 Ethics in Public Contracting**

By submitting their proposals, software providers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other, supplier, manufacturer or third-party software provider in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement or has offered or provided any payment, loan, subscription, advance, deposit of money, services or anything of value, present or promised, to any PTC employee or official.

#### **II.4.36 Immigration Reform and Control Act of 1986**

By submitting their proposals, software providers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

#### **II.4.37 Debarment Status**

By submitting their proposals, software providers certify that they are not currently debarred by the Commonwealth of Pennsylvania or other state or federal agency from submitting proposals on contracts nor are they an agent of any person or entity that is currently so debarred.

#### **II.4.38 Antitrust**

By entering into a contract, the software provider conveys, sells, assigns, and transfers to PTC all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Pennsylvania, relating to the particular goods or services purchased or acquired by PTC under this or any future contract.

#### **II.4.39 Qualifications of Software Providers**

PTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the software providers to perform the services and furnish the goods proposed. The software providers shall furnish to PTC all such information and data for this purpose as may be requested. PTC reserves the right to inspect the software provider's physical facilities prior to award, to satisfy questions regarding the software provider's capabilities. PTC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such fails to satisfy PTC that such is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

#### **II.4.40 Assignment of Contract**

A contract shall not be assigned by the software providers in whole or part without the prior written consent of PTC. The Software Provider may not transfer, assign, or delegate any terms of this solicitation or the resulting contract, in whole or in part, without prior written permission from PTC. The Software Provider shall not engage the services of any person or persons now employed by the Commission except with PTC approval.

#### **II.4.41 Default**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, PTC, after due written notice, may procure them from other sources and hold the software providers responsible for any resulting additional purchase and administrative costs for a fully functional Business Intelligence system. This remedy shall be in addition to any other remedies which PTC may have.

#### **II.4.42 Taxes**

Sales to PTC are generally exempt from State sales tax. State sales and use tax certificates of exemption, appropriate forms will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

#### **II.4.43 Announcement of Award**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PTC will publicly post such notice to PTC website.

#### **II.4.44 Payment**

The final software payment amount and schedule will be based upon mutual agreement between the selected software provider and PTC prior to contract award. Software providers should provide alternative payment plans in the cost proposal response. Payment for software modules may not be made prior to PTC acceptance of the software outlined in prior section (II.4.23 Certification Testing Period – Systems).

The software providers shall submit detailed invoices for items ordered, delivered and accepted directly to the payment address shown on the contract. All invoices shall show the contract number and software providers Federal ID number. PTC reserves the right to audit all invoices.

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice and completion acceptance of PTC. This shall not affect offers of discounts for payment in less than 30 days, however.

#### **II.4.45 Applicable Laws and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Pennsylvania and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Pennsylvania 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. The software providers shall comply with all applicable federal, state and local laws, rules and regulations and to obtain in its name all necessary permits and licenses.

#### **II.4.46 Audit/Retention of Records**

Software Provider and its third-party professional services shall maintain books and records related to performance of this RFP and resulting contract and necessary to support amounts charged to PTC in accordance with applicable law, terms and conditions of this RFP and resulting contract, and generally accepted accounting practice. Software Provider shall maintain these books and records for a minimum of three (3) years after the completion of the resulting contract, final payment, or completion of any contract, audit or litigation, whichever is later. All books and records shall be available for review or audit by PTC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Software Provider agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Software Provider, PTC shall adjust future or final payments otherwise due. If no payments are due and owing to Software Provider, or if the overpayment exceeds the amount otherwise due, Software Provider shall immediately refund all amounts which may be due to PTC. Failure to maintain the books and records required by this Section shall establish a presumption in favor of PTC for the recovery of any funds paid by PTC under the resulting contract for which adequate books and records are not available to support the purported disbursement.

#### **II.4.47 Dispute Resolution**

All questions or disputes regarding any matter involving the 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.

## **II.4.48 Contractor Integrity Provisions**

1. Definitions.
  - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with PTC.
  - b. Consent means written permission signed by a duly authorized officer or employee of the PTC, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, PTC shall be deemed to have consented by virtue of this solicitation.
  - c. Solution Provider means the individual or entity that has entered into an understanding based on this solicitation with PTC, including directors, officers, partners, managers, key employees, and owners of more than a 5 percent interest.
  - d. Financial Interest means:
    - (1) ownership of more than a 5 percent interest in any business; or
    - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
  - e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Solution Provider shall maintain the highest standards of integrity in the performance in response to this solicitation and any resulting agreement and may take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with PTC.
3. The Solution Provider may not disclose to others any confidential information gained by virtue of this solicitation or resulting agreement.
4. The Solution Provider may not, in connection with this solicitation or any other agreement with PTC, 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 officer or employee of PTC.
5. The Solution Provider may not, in connection with this solicitation or any other agreement with PTC, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of PTC.
6. Except with the consent of PTC, neither the Solution Provider nor anyone in privity with him may accept or agree to accept from any person, or give or agree to give to any person, any gratuity from any person in connection with the performance of work under this solicitation except as provided therein.
7. Except with the consent of PTC, the Solution Provider may not have a financial interest in any other software provider, contractor, or other general supplier providing services, labor, or material on this project.
8. The Solution Provider, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify PTC in writing.

9. The Solution Provider, by responding to this solicitation and execution of any resulting agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The Solution Provider, upon the inquiry or request of PTC's Internal Audit Group, shall provide, or if appropriate, reasonably and promptly make available to that office and its representatives, for inspection and copying, any information of any type or form deemed relevant by the Internal Audit Group to the contractor's integrity, as that term is defined by Pennsylvania law or Governor's management directives. This information may include, but is not limited to, the Solution Provider's business or financial records, or documents or files of any type or form regarding any resulting agreement. The Solution Provider shall retain this information for three years beyond contract termination unless otherwise provided by law.

11. For violating any of these provisions, PTC may terminate this solicitation and any resulting agreement with the Solution Provider, may claim liquidated damages and suspend the software provider from doing business with PTC. These rights and remedies are cumulative, and the use or nonuse of any one does not preclude the use of all or any other. These rights and remedies are in addition to those PTC may have under law, statute, regulations, or otherwise.

### **PART III. Proposal Requirements.**

For consistency and to facilitate evaluation of all responses, software provider proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the software provider proposal must respond to all requirements in this part of the RFP. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the software provider's capabilities to satisfy the requirements of the RFP. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

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, (ii) Cost Submittal. Please do not include any pricing information in the technical submittal.

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

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

Software Providers are required to follow the section outline below when preparing their proposals:

- Title Page
- Signed Letter of Transmittal
- Table of Contents
- Section 1 - Executive Summary
- Section 2 - Company Background
- Section 3 - Scope of Products and Services Offered
- Section 4 - Proposed Application Software Computing Environment
- Section 5 - Installation Plan
- Section 6 - Professional Services Plan
- Section 7 - Maintenance and Support Program
- Section 8 - Client References
- Section 9 - Resumes of all Proposed project Personnel
- Section 10 - Exceptions to all Sections of the RFP

## **Cost Proposal (sealed under separate cover)**

### Cost Proposal Worksheet

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

#### **III.1.1 Signed Letter of Transmittal**

The letter should contain a brief statement of the software provider's understanding of the work to be done.

The letter should indicate the name, title, address, e-mail address, fax number, and telephone number of the software provider's primary contact for the proposal.

The letter should be signed by an individual authorized to commit and bind the company financially to a project of this scope.

Please do not include any pricing information in this section.

#### **III.1.2 Table of Contents**

Provide a table of contents listing each section of the proposal, including the appendices as specified in this RFP and any additional materials submitted. All pages should be numbered.

#### **III.1.3 Executive Summary**

This will be Section 1 for all software provider responses. Please do not include any pricing information in this section.

Please do NOT include excessive marketing and promotional information in this section.

The executive summary should provide a concise summary of the software products being offered to meet PTC's needs, the software providers approach to providing the products, and why it is the "total solution" PTC should decide to follow.

This section should be limited to a brief narrative highlighting the key points of the software provider proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

Please describe why your "solution" is the best-fit for assisting PTC business operational units in making more informed business decisions.

### **III.1.4 Software Provider Background**

This will be Section 2 for all software provider responses. Please do not include any pricing information in this section.

Please do NOT include excessive marketing and promotional information in this section.

1. In this section, please provide a description of your company including the scope of the business, organizational structure, office locations, personnel, company history, and financial information to establish your company's financial viability.
2. Please describe the evolution of your product to date and how the product line is expected to change over the next three to five years and beyond.
3. Please describe your relationship with all third-party professional services you are proposing, to include the number and quantity of implementations you have performed together. Please describe, in general terms, the nature of the partnership or alliance with those partners.

### **III.1.5 Scope of Products and Services Offered**

This will be Section 3 for all software provider responses. Please do not include any pricing information in this section.

In this section please list each functional module of your solution and give a brief description of the functionality provided for each area.

What application and/or developer toolsets are included with the software? What unique programming requirements are there? What tools are available to customize the software (e.g., add fields, create new tables, change menus, etc.)?

Can PTC use your tools to create other applications? Is there any additional charge for this right?

What additional tools are available? What additional tools are recommended?

List any applications or tools known to be incompatible with your proposed solution components and, as such, could not co-exist on the same server. Such application types could include, but are not limited to, backup software, anti-virus protection applications, and virtualization software.

Please describe your data warehousing capabilities. What data warehousing formats do you support (star, snowflake, etc.)?

Please describe your standard reporting and analysis tools. What reporting and analysis tools are available? What OLAP tools are available? Are there any interfaces to Microsoft Office?

Please describe your Ad Hoc reporting and inquiry tools for the end-user? Describe any report repositories built into the proposed system. Include compatibilities and integrations between this

repository and other industry standard reporting tools. List all report output formats (e.g. HTML, MS Excel, etc.) supported by your solution.

The prime vendor must have first hand knowledge and experience in data warehousing and business intelligence software development and implementation. The following requirements will be taken into consideration when evaluating presented solutions:

Please describe the licensing arrangement for the software solution. It should be noted that, PTC will require several separate environments for the solution (i.e. Development, QA testing, Training and Production). Please identify if there are additional costs for licenses based on the environment?

Please describe the products capabilities surrounding the following topics:

- Enterprise reporting

- Ad-hoc query capability

- Multidimensional analysis

- Multidimensional Online Analytical Processing (MOLAP)

- Automated Alert / Notification

- Scorecard / Metrics

- Dashboarding

- Portal.

Please describe the solutions ability to leverage SAP BW data, including InfoCubes and SAP BW queries.

Fully describe your solutions definition of seamless integration vs. integration by interfaces, data exchange, and all other forms of integration. Using those definitions please describe how the Business Intelligence product “integrates” with MySAP ERP2005 as well as other “legacy” applications. Is the solution certified by SAP?

Is the Business Intelligence platform a single vendor solution or will multiple products be required for full integration?

Does the solution include an integrated MOLAP cube engine and interface?

Does the solution utilize a zero-footprint, web-based, professional report authoring environment to create all types of reports. Does the solution use plug-ins or desktop software?

Does the solution include a single, central, RDBMS-based BI metadata repository?

Does the solution require any coding for any types of reports, queries, dashboards, or scorecards? This includes more advanced reports.

Does the solution include interactive strategy maps that illustrate cause & effect organizational relationships?

### **III.1.6 Proposed Application Software Computing Environment**

This will be Section 4 for all software provider responses. Please do not include any pricing information in this section.

Describe the optimal network requirements (including bandwidth) for the proposed software. In the event there is more than one suitable network configuration, list all options, including the relative strengths and weaknesses (if any) of each.

What are the optimal and minimum database requirements? In the event there is more than one suitable platform (compatible DBMS), list all options, indicating the relative strengths and weaknesses (if any) of each.

Please describe your solutions recommended platforms and standards. Outline your recommended platform, including server operating system, database, web vs. client/server environment, browser, client operating system, etc. Explain why you recommend this platform. Be sure to specify minimum requirements for capacity, size and speed.

Please describe your solutions ability to comply with PTC's standard environment of HP servers and Windows 2003 operating system.

Please describe the solutions built-in ability to access standard data sources such as SAP BW (version 7.0), MS SQL Server (version 2005), and Oracle (version 9.x). Is there additional cost of any kind for this access? (Please do not include cost figures here.)

Does the solution leverage industry standards for reporting and customization including SQL, Java, and XML?

Please describe the secure encryption levels, with recommendations and minimum requirements.

Please describe how row-level security across the entire BI platform is handled.

Does the solution allow for all types of content (OLAP, RDBMS, etc) to be available from all interfaces.

Please describe the security model. What security tools are included with the software?

### **III.1.7 Installation Plan**

This will be Section 5 for all software provider responses. Please do not include any pricing information in this section.

The prime software vendor is responsible for the installation of the product. Please describe, at a high level the steps that will be included and completed as part of the initial product installation.

PTC is not soliciting a detailed implementation proposal or a detailed project plan. The high level description should be in sufficient detail to allow PTC to understand the approach.

### **III.1.8 Professional Services Plan**

This will be Section 6 for all software provider responses. Please do not include any pricing information in this section.

PTC requires the prime vendor or third-party professional services provider to develop a strategy and subsequent project plan for the entire project. The solution will utilize data obtained from existing Toll Collection Systems database as well as other legacy systems. The solution should be based on need to analyze collector productivity and toll-traffic characteristics.

The basic high level project tasks will include:

- Develop an overall strategy and plan for the project,
- Gather the business requirements from the Fare Collection department,
- Document the requirements and obtaining approval by PTC,
- Configure and program the product to meet the business requirements,
- Unit testing, QA testing, Integration & Stress testing and User Acceptance testing,
- Migration into PTC production environment,
- Training
  - End user training (central office as well as remote locations throughout the enterprise) on the use of the solution,
  - Administrator training (central office as well as remote locations throughout the enterprise) on the administration of the solution.

Please describe a general approach and methodology to providing the services listed above. PTC is NOT requiring a detailed plan or an estimate of hours at this time, but rather an understanding of the approach that would be taken to complete the tasks listed above.

PTC will provide project direction, oversight and approvals. The vendor(s) should describe the type of people that would be utilized to develop and execute the project plan in its entirety and should provide roles that may be required to complete the plan.

PTC will allocate a pool of 5,000 hours as an estimate for completing the work described. The intent, of PTC, is to have the vendor(s) provide specific estimates for each of the high level tasks as the project progresses. For example, after the overall strategy and plan is developed PTC will work with the vendor(s) to agree on the level of effort and time required to perform the next task (gather business requirements).

Please describe your training methodology, class/course descriptions, application training, technical training and any proprietary toolsets training that must/should be included.

Please describe any additional professional services you as the prime software provider should provide that have not been specifically addressed in this section.

### **III.1.9 Maintenance & Support Program**

This will be Section 7 for all software provider responses. Please do not include any pricing information in this section.

Please describe your solution maintenance and support program. Please describe in detail what services will be provided by the prime software provider and what will be provided by any third-party professional services providers.

Please specify what on-going support will be provided by the prime software provider and any third-party partner software providers:

- Post-sales support.
- Telephone support. Include toll-free support hotline, hours of operation (Eastern Standard Time), availability of 24 x 7 hotline, where is the telephone support center etc.
- Special plans defining “levels” of customer support, provide definitions for gold, silver, etc support levels.
- How service reports are delivered after a service call is made?
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Availability of user groups local and national.
- Problem reporting and resolution procedures.
- On-site support options.
- Bug fixes and patches.
- Other support (e.g., remote dial-in, website access to patches, fixes and knowledge base).
- Please provide an estimate of the number of PTC support staff for your software solution once implementation has been completed.

Please state the locations of your technical support offices that would service PTC for the services listed above.

Please describe in general your solution upgrade strategy.

What is the upgrade frequency? How are patches and fixes deployed? How are patches and fixes applied? How are upgrades applied?

How many versions of the software does your company support?

How long is a typical version supported?

Please describe your long term release strategy to the extent known at this time. What are your known solution upgrades?

### **III.1.10 Client References**

This will be Section 8 for all software provider responses. Please do not include any pricing information in this section.

PTC considers references for both the prime software providers and any third-party partners an important component in evaluating the solution and the final decision to award a contract. We believe it is the best interest of PTC to select a solution that is a proven solution. PTC strongly prefers to have a solution that has been implemented in a similar environment.

The prime software provider should provide a minimum of two (2) client references that are similar in size and complexity to this solicitation. The client references should be recent projects completed over the last 4 years.

Provide the clients name, the reference person's name, title, address, phone number, e-mail address, and role performed on the project. Each reference should include a brief description of the project and how it matches the situation at PTC.

All Third Party professional services providers should similarly provide a minimum of two (2) client references.

### **III.1.11 Resumes of all Proposed Personnel**

This will be Section 9 for all software provider responses. Please do not include any pricing information in this section.

To the extent possible, please provide resumes for all proposed project members. If representative resumes are submitted, PTC will hold the software provider to the standards set by those representative resumes. All project members must be approved by PTC prior to beginning work on the project.

### **III.1.12 Exceptions to all Sections of the RFP**

This will be Section 10 for all software provider responses. Please do not include any pricing information in this section.

The software provider may take exception to certain requirements in this RFP.

All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for PTC, and the description of the advantages or disadvantages to PTC as a result of exceptions. All exceptions must be submitted by the due date of the Proposal. PTC, at its sole discretion, may reject any exceptions or specifications within the proposal.

### **III.1.13 Cost Proposal**

**The Cost Proposal should be provided under separate cover and NOT included as part of the technical proposal.**

PTC requires that each prime proposer submit a pricing proposal for the total software solution and any services deemed required by the software providers.

It is required that each software provider provide their best pricing as PTC may or may not provide an opportunity for prime vendors to submit best and final offers prior to evaluation. Each prime vendor is encouraged to assume there will not be an opportunity for best and final pricing and that price will be a consideration during software provider evaluations.

Software providers must also provide one hard copy of their standard software contract including all license agreements for review by PTC.

Please provide a general discussion explaining your cost proposal and why PTC would be best served by your approach and pricing model.

In the event of a discrepancy between the unit price and the extension, in the worksheet, the unit price shall govern.

PTC reserves the right to purchase all modules up front or to buy individual modules as needed over time. PTC expects software pricing to be as aggressive as possible as the opportunity to provide discounts at a later date may not be possible.

Software providers must include the version, release number, and release date for each module proposed in this RFP response. Support options should be presented but support offerings providing 24/7 call center support should be used in the quotation.

PTC is also interested in any alternative pricing programs your company may offer. An example may be an "Enterprise License" or other special pricing program. If such a pricing plan exists please explain the offering in detail. You must explain why this is a better option for PTC and quantify the value of the alternative pricing program.

PTC requires that each software provider provide detailed explanation of the timing and cost to install their software and bring it to production condition ready for acceptance as outlined in section II.4.23 Certification Testing Period – Systems.

These costs should include all labor, travel & expenses, and materials. It is expected that each software provider will provide this service (not a third-party) and will warrant the installation for a minimum of 5 years. Any operability issues will be the responsibility of the software provider. Software providers should assume all work will be completed by their personnel with limited PTC personnel involvement.

Please include line item costs for each of the following:

1. Software License Fees
  - a. Please explain a per user (concurrent or allocated) or enterprise license plan
  - b. Please list in detail all modules that are included in these fees
2. Professional Service Fees (if any) to install the base software (All professional service fees must be inclusive of travel expenses)
3. Training Fees (if any) for both Administrator and End-User training sessions
  - a. Please propose the recommended class name, duration and location (if not provided on site)
4. Third party software product fees required to support the base product (if any)
5. Professional Service Fees, as outlined in section III.1.8.
  - a. Please provide the job title, per hour cost, number of recommended hours for each job title, final line item cost

## **PART IV. Selection Process**

### **IV.1 Evaluation Criteria**

Final selection of a prime software provider team will be based upon the following criteria:

- Adherence to RFP submittal requirements.
- Requirements have been met.
- Solution best-fit to stated functional and technical requirements.
- Quality of the response to the body of the RFP.
- Client references.
- Soundness, ease of use, of the solution.
- Contract terms compatible with PTC's objectives and policies.
- Solution cost of ownership, including initial software costs, installation costs, professional services costs, maintenance and ongoing support costs and future anticipated upgrade costs.

The order in which the above factors are presented is no indication of the relative importance of factors in the evaluation methodology.

All proposals received will be inspected for compliance with the general RFP requirements. PTC may contact individual prime software providers for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Upon such a request the prime software provider must furnish any requested information to PTC within three (3) business days or the proposal will be evaluated as originally received. Major errors or omissions, such as the failure to provide a separate cost schedule, may result in a declaration that the proposal is non-conforming, and may be rejected.

**Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal should be (a) timely received from a prime software provider; (b) properly signed by the prime software provider; (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal; and (d) formatted according to the instructions outlined in this solicitation.

**Appendix A - Understanding the Terms and Conditions of this RFP**

This document is incorporated as part of the software provider's response to this solicitation. Submission of this signed document is considered evidence that the prime software proposer and all third-party professional services providers have read and understand the conditions under which a contract will be awarded as a result of this solicitation.

An individual authorized to bind the software provider firm must sign this document.

\_\_\_\_\_  
Name of Software Provider Firm

\_\_\_\_\_  
Street Address/PO Box

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed/Typed Name and Title

\_\_\_\_\_  
Date

**Addendum No. 1**  
**RFP 07-130-3535**  
**Business Intelligence System**

Following are the answers to questions submitted in response to the above referenced RFP as of May 4, 2007. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission. Answers are highlighted in **blue**.

1. What is the anticipated number of users for this system?  
**Estimated at 100 users, but final scope will be determined during requirements definition.**
2. How many users will need to create reports? Change reports? View only?  
**Estimated at 100 users, but final scope will be determined during requirements definition.**
3. What type of information from SAP does PTC need better reporting?  
**The final scope will be determined during requirements definition.**
4. Describe the user community as part of this project.  
**Users at all levels of the PTC organization.**
5. What other sources are there for this new reporting environment?  
**Please refer to RFP for data sources.**
6. Does PTC have a vision beyond reporting for this project? For example: budgeting, forecasting, consolidations?  
**Yes. Will be determined during requirements definition.**

All other terms, conditions and requirements of the original RFP dated April 27, 2007 remain unchanged unless modified by this Addendum.