

# Request for Proposal

Legal Matter Management/eBilling Software System

Pennsylvania Turnpike Commission



## ISSUING OFFICE

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Legal Department

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# TABLE OF CONTENTS

Part I: Project Background.....	6
I.1 Introduction .....	6
I.2 Company Background.....	6
I.3 Legal Department Overview .....	7
I.4 Project Goals and Objectives .....	8
I.5 Project Scope.....	10
Part II: General Information, Guidelines and Requirements .....	13
II.1 Issuing Agent .....	13
II.2 RFP Questions and Answers.....	13
II.3 General Guidelines for Response Submittal .....	13
II.4 License Requirement .....	14
II.5 Software Provider Presentation of Supporting Evidence/Surety .....	14
II.6 Qualifications of Software Providers.....	14
II.7 Ethics in Public Contracting .....	15
II.8 Restrictions on Contacts with PTC Personnel and Existing PTC Contractors .....	15
II.9 Offer of Gratuities.....	15
II.10 Software Provider’s Representations and Authorizations .....	15
II.11 Proposal Contents .....	16
II.12 Software Provider Additional Information .....	17
II.13 Adherence to Instructions .....	18
II.14 Rejection of Proposals .....	18
II.15 Amendment or Cancellation of RFP.....	18
II.16 Addenda to the RFP .....	18
II.17 Proposal Acceptance Period and Validity of Pricing.....	18
II.18 Retention of Material .....	18
II.19 Economy of Preparation .....	18
II.20 Proposal Costs.....	19
II.21 Subcontracting .....	19
II.22 Guideline for Use of Third-Party Software Partners .....	19
II.23 DBE/MBE/WBE Participation .....	20
II.24 Prime Software Provider Responsibilities .....	20
II.25 Software Provider Project Resources.....	20
II.26 PTC Project Participation .....	20
II.27 Minimum Software Provider Background Checks .....	21
II.28 PTC Policies and Procedures .....	21
II.29 Information Handling.....	21
II.30 Confidential Matters .....	22
II.31 Project Work Location/Space .....	22
II.32 Use of Premises.....	22
II.33 Assignment of Contract .....	22
II.34 Oral Agreement or Arrangements.....	23
II.35 Best and Final Offers .....	23
II.36 Oral Presentation and Software Demonstration.....	23
II.37 Type of Contract .....	23
II.38 Announcement of Award.....	23
II.39 Execution of Contract .....	23
II.40 Notice to Proceed.....	23

II.41 Debriefing Conferences .....	24
II.42 Payment Schedule and Invoicing.....	24
II.43 Exclusion of Taxes from Prices .....	24
II.44 Advertising.....	24
II.45 News Releases .....	24
II.46 Anti-Discrimination .....	24
II.47 Immigration Reform and Control Act of 1986 .....	25
II.48 Applicable Laws and Courts .....	25
II.49 Debarment Status .....	25
II.50 Antitrust .....	25
II.51 Default.....	25
II.52 Hold Harmless Clause.....	26
II.53 Availability of Funds .....	26
II.54 Severability .....	26
II.55 Title of Software .....	26
II.56 Perpetual Software License and Term of Software License.....	26
II.57 Source Code .....	27
II.58 Third-party Acquisition of Software.....	27
II.59 Demonstrations .....	27
II.60 Latest Software Version.....	28
II.61 Qualified Software Support Personnel.....	28
II.62 Warranty Against Shutdown Devices .....	28
II.63 Software Warranty .....	28
II.64 Certification Testing Period.....	28
II.65 Ownership of Intellectual Property .....	29
II.66 Limitation of Use .....	29
II.67 Product Substitution.....	29
II.68 Workmanship and Inspection of Work Performed .....	29
II.69 Tentative Procurement Schedule .....	30
II.70 Understanding and Acceptance of RFP Terms and Conditions.....	30
Part III: Detailed Proposal Submission Requirements .....	32
III.1 Detailed Proposal Submission Instructions .....	32
III.2 Technical Submittal - Submission and Format Requirements .....	32
III.2.1 Signed Letter of Transmittal.....	33
III.2.2 Table of Contents.....	34
III.2.3 Section 1 - Executive Summary .....	34
III.2.4 Section 2 - Company Background.....	34
III.2.5 Section 3 - Response to Minimum Requirements for Consideration .....	35
III.2.6 Section 4 - Scope of Products and Services Offered .....	35
III.2.6.1 Software System Solution Functionality .....	35
III.2.6.2 Interoperability Between Functional Areas .....	36
III.2.6.3 Use of Best Business Practices .....	36
III.2.6.4 Workflow Processing.....	36
III.2.6.5 Technology and Tools .....	36
III.2.6.6 Reporting .....	37
III.2.6.7 Security .....	37
III.2.7 Section 5 - Proposed Software Solution Computing Environment .....	37
III.2.8 Section 6 - Implementation Methodology and Project Plan.....	38
III.2.9 Section 7 - Professional Services.....	38
III.2.9.1 Implementation Services .....	39

III.2.9.2 Training Services .....	39
III.2.9.3 Other Services.....	39
III.2.10 Section 8 - Interfaces and Data Conversions .....	39
III.2.11 Section 9 - Software Customizations.....	40
III.2.12 Section 10 - Maintenance and Support Program .....	41
III.2.13 Section 11 - Client References .....	41
III.2.14 Attachment A - Response to Functional/Technical Requirements.....	42
III.2.15 Attachment B - Resumes of all Proposed Project Personnel.....	43
III.2.16 Attachment C - Signed Copy of Understanding of Terms and Conditions of this RFP	43
III.2.17 Attachment D - Exceptions to all Sections of the RFP.....	43
III.2.18 Attachment E - Standard Software Contract/License Agreements.....	44
III.2.19 Attachment F - Other Information.....	44
III.3 Cost Submittal - Submission and Format Requirements.....	45
III.3.1 Cost Submittal Table of Contents.....	46
III.3.2 Cost Submittal Executive Summary.....	46
III.3.3 Cost Submittal Workbook .....	46
III.3.3.1 Section 1 - Cost Summary for an In-House Implementation .....	47
III.3.3.2 Section 2 - Software Costs.....	47
III.3.3.3 Section 3 - Software Installation and Configuration Costs .....	48
III.3.3.4 Section 4 - Software Customization Costs .....	48
III.3.3.5 Section 5 - Software Integration Costs .....	49
III.3.3.6 Section 6 - Legacy Matter Management System Data Conversion Costs.....	49
III.3.3.7 Section 7 - Software Training Costs.....	50
III.3.3.8 Section 8 - Travel, Subsistence & Other Costs.....	50
III.3.3.9 Section 9 - Software Maintenance and Support Costs.....	51
III.3.3.10 Section 10 - Optional Software, Services and Support.....	51
III.3.3.11 Section 11 - Alternative Cost Proposal - Externally Hosted Solution.....	51
III.3.4 DBE/MBE/WBE Participation .....	52
Part IV: Criteria for Selection.....	53
IV.1 Evaluation Criteria .....	54
Appendix A: Functional and Technical Requirements Listing .....	56
Appendix B: Cost Proposal Workbook .....	57
Appendix C: Technical Submittal Forms .....	58
Appendix D: PTC Nondisclosure Agreement .....	59
Appendix E: Understanding of Terms and Conditions of this RFP .....	60
Appendix F: Demonstration of Proposed Software Solution .....	61



Pennsylvania Turnpike Commission  
Request for Proposal  
Legal Matter Management/eBilling Software System

## **Part 1**

### **Project Background**

## Part I: Project Background

**I.1 Introduction.** The Pennsylvania Turnpike Commission (PTC) invites qualified software vendors to submit proposals for the procurement of a Legal Matter Management/eBilling software system and all accompanying professional services required for installation, configuration, integration, customization (if necessary), conversion and training of the system. Through this Request for Proposal (RFP), the PTC is seeking to identify software vendors whose software system solutions, preferably with zero customization, can most fully meet the business requirements of the PTC as specified in this document and associated attachment(s).

The primary intent of this RFP is to have software vendors provide the PTC with a technical proposal and accompanying cost proposal for fully installing and implementing their proposed software solution on the PTC's in-house technology infrastructure where it will be fully supported, post-implementation, by PTC in-house staff.

Alternatively, as part of the software vendors response to this RFP, the PTC is also requesting that software vendors provide the PTC with the alternative option, if available, of having their software system solution externally hosted for the PTC by the software vendor where it will be fully supported, post-implementation, by the vendor.

**I.2 Company 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 PTC handles a traffic volume of approximately 600,000 vehicles per day, 12 percent of which are commercial vehicles. E-ZPass customers account for approximately 62 percent of all transactions and 65 percent of total revenues. The PTC is financially separate from the Commonwealth of Pennsylvania and generated \$710 million dollars in annual gross revenues in fiscal year 2010.

For 70 years, the PTC has operated one of the largest toll highway systems in the United States, covering 545 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:

- 545 miles in length
- More than 2,000 employees (1,500 unionized and 500 non-union)
- 62 Toll Collection Facilities
- 1 Travel Information Centers
- 17 Service Plazas
- 26 Maintenance Facilities including 5 Bi-Directional Tunnels
- 8 State Police barracks

The 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 E-ZPass, a Preferred Traveler Program, a round-the-clock Operations Control Center and a variety of informational products that provide key information to the public via the internet or telephone such as travel maps, news releases, travel newsletters and weather reports.

In addition to the customer focused activities mentioned above, the PTC also operates a large road construction and maintenance operation. Typically the organization simultaneously manages over 30 major construction projects and generates more than 600 maintenance work orders per month.

**I.3 Legal Department Overview.** The PTC's Legal Department is located in the PTC's Central Administration Building in Highspire, Pennsylvania. Currently there are five attorneys in the department, including the Chief Counsel, and three legal assistants as well as three Right-of-Way Agents. The department currently utilizes a Matter Management software system from DataCert, Inc., Chief Legal Officer (CLO) that was implemented at the PTC in 1998. The department currently utilizes state-of-the-art computer hardware technology that operates under the Microsoft Windows 7 operating system. More detailed information regarding the server and desktop hardware and software environment in use by the Legal Department here at the PTC can be found in Appendix C, Form 1 of this RFP.

The four main categories of Legal Department business functions supported by the current matter management system are:

- **Contact Management** which includes the functions needed to maintain the contact information of the outside counsel and right-of-way service providers contracted by the PTC. The department currently maintains approximately 1,500 contacts in its current matter management system.
- **Matter Management** which includes the functions needed to maintain the matter information for each matter overseen by the Legal Department. The department is currently managing approximately 200 active legal matters.
- **Invoice Processing** which includes the functions needed to review, approve and pay invoices from outside legal counsel and right-of-way service providers. The department currently processes approximately 60 invoices per month.
- **Reporting** which includes the reports that are routinely required by the Legal Department to meet operational and PTC reporting requirements. On a regular basis, the department currently produces a number of both operational routine and ad-hoc reports that are all currently generated outside of the existing CLO Matter Management system.

Legal matter types that the PTC Legal Department currently manage through their existing CLO Matter Management software system include, but are not necessarily limited to, the following types:

Civil Rights  
Discrimination  
ELSIP  
Retaliation  
Whistleblower  
FLSA  
FMLA  
General Labor  
Contract Negotiation  
Unfair Labor Practice  
Wage Payment and Collection

Workers' Compensation  
Wrongful Termination  
Antitrust  
Bankruptcy  
Bid Protest  
Construction Claim  
Contract Claim  
Bond Issues  
Class Action  
Credit & Collections  
Condemnation  
DeFacto Taking  
Encroachment  
Right-of-Way  
Contract/Lease Negotiation  
Criminal  
Environmental  
Stormwater Discharge  
Well Complaint  
Other Real Property  
Information Requests & Subpoenas  
Insurance  
Land Development/Zoning  
Legal Opinion  
Other  
Mon-Fayette  
Patent  
Personal Injury  
Personal Injury Construction Zone  
Personal Injury Fatal  
Personal Injury Construction Zone Fatal  
Personal Injury Truck  
Personal Injury Truck Fatal  
Property Damage  
Property Damage Construction Zone  
Property Damage Truck  
Right to Know  
Tax Appeal  
Tax Claims  
Trademark/Copyright

**I.4 Project Goals and Objectives.** The PTC has launched this project to replace its existing Matter Management software system with a commercial off-the-shelf (COTS), state-of-the-art Legal Matter Management/eBilling software system solution. The current system is technologically out-of-date, has limitations in its capabilities and is not at all integrated with other key PTC business systems and applications. The PTC, through this Request for Proposal (RFP), seeks to procure the software system solution that can most fully meet the business and technology requirements of the PTC's Legal Department with preferably zero customizations to the base software code.



The major business objectives of the project are to:

- Streamline the Legal Department's core business processes through business process re-engineering in conjunction with the implementation of the new Matter Management/eBilling software system solution.
- Improve the Legal Department attorney and secretarial staff's overall office productivity by becoming more efficient in client and matter management allowing the department to handle a greater workload without increasing staff.
- Streamline the management of documents and information related to the Legal Department's business activities through the use of integrated workflows, document sharing, document assembly, electronic document management, calendaring and scheduling functionality.
- Improve the Legal department's capability to better communicate with clients and outside counsel and provide immediate information on matter management status resulting in a quicker turn around on work product delivery.
- Provide a more effective means for the Legal Department to manage all aspects of the PTC's legal matters including the ability to track and report on numerous types of legal matter assignments, outside legal expenses, outside counsel effectiveness, key dates, matter status and historical matter outcomes.
- Streamline the Legal Department's business activities associated with invoice processing for outside legal firms and Right-of-Way service providers through the use of the internet, integrated workflows and electronic document management.
- Provide a more effective means to track conflict of interest waivers.
- Eliminate or reduce administrative activities within the department that add no value, such as redundant keying and reconciliation of data.
- Provide a more effective means for tracking and reporting on Right-to-Know requests.

The major technology objectives of this project are to:

- Replace the current out-of-date technology system with a proven Matter Management/eBilling software system solution that utilizes current, mainstream technology.
- Implement only business systems/software solutions that fit into the PTC's enterprise technology architecture in order to minimize the number of separate/disparate information systems and technologies that have to be supported.
- Eliminate business unit-level systems (Excel spreadsheets, Word documents, etc.) that perform basic administrative and reporting functions that can and should be performed by the core Matter Management/eBilling software system.

- Use the new Matter Management/eBilling software system as a backbone or foundation system upon which the Legal Department can automate additional business functions in the future, in an integrated fashion.
- Implement a commercial off-the-shelf (COTS) Matter Management/eBilling software system solution with preferably no customizations to the software in order to hold down implementation costs, support standardization of business practices and preserve the ability to upgrade to new versions as they are released, with minimal impact to the Legal Department.
- Take advantage of the strengths of the internet, to the extent appropriate, based on the PTC's technology infrastructure plans and/or the capabilities of the Matter Management/eBilling software system solution selected.
- Where feasible, provide standard interfaces between the Matter Management/eBilling software system and the PTC's SAP Enterprise Resource Planning (ERP) system and the PTC's Hyland Software OnBase Electronic Document Management system (EDMS) in order to leverage the considerable investment that the PTC has already made in these business technologies.
- Where allowable and applicable, utilize existing electronic document management system technology to significantly reduce paper, improve document retrieval and reduce the need for physical storage space.

**I.5 Project Scope.** The scope for the project will include all of the activities and professional services required to successfully complete the implementation of the selected software system solution and bring it into a stable production operating mode.

In addition to supplying the Matter Management/eBilling software system, the selected software provider will also be responsible for providing the PTC with overall systems implementation, training and project management professional services for implementing its software system solution including providing the PTC with the following specific professional services and resources:

- A project manager resource who will be responsible for providing the PTC with the overall project management professional services necessary for the complete implementation and integration of the software system solution including full responsibility for the development and execution of a detailed project plan.
- All of the technical services and resources necessary to install and configure their software system solution including all services required for the setup and configuration of the server and hardware and software environments (for both desktops and laptops).
- All of the technical services and resources necessary to create, implement and support any customizations to the software system solution that are required in order to compensate for significant functionality gaps in meeting the requirements of the RFP.
- All of the technical services and resources associated with assisting the PTC, where applicable, in integrating the software system solution with the PTC's existing SAP Enterprise Resource Planning (ERP) system and Hyland Software OnBase EDMS software systems.

- All of the technical services and resources necessary to convert/migrate required legacy matter management data out of the PTC's existing Chief Legal Officer Matter Management System and into the new software system.
- All of the services and resources necessary for the development and delivery of the training required to prepare PTC employees for properly operating and managing the software system solution including development and delivery of training and documentation on the eBilling software component for the PTC's vendors who will use the eBilling software to submit invoices.

The PTC will be responsible for providing the successful proposer with the following:

- A PTC project leader who will be the software provider's main point of contact during the course of the project and who will coordinate with the software provider project manager on all PTC resources and associated project activities.
- Reasonable access to PTC technical resources and business unit subject matter experts (SME), as required, during the course of the project.
- Reasonable access to PTC computer systems and facilities required to perform all implementation and training services.



Pennsylvania Turnpike Commission  
Request for Proposal  
Legal Matter Management/eBilling Software System

**Part II**  
**General Information, Guidelines**  
**and Requirements**

## Part II: General Information, Guidelines and Requirements

**II.1 Issuing Agent.** This RFP is issued for the Commission by the Office of the Chief Counsel, Legal Department.

**II.2 RFP Questions and Answers.** Written questions may be submitted by software providers to clarify any points in the RFP which may not have been clearly understood. All written questions should be submitted by e-mail to [RFP-Q@paturnpike.com](mailto:RFP-Q@paturnpike.com) with RFP number 12-10190-3554 in the Subject Line and received no later than **12:00pm, Tuesday, July 3, 2012.**

All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

**II.3 General Guidelines for Response Submittal.** This RFP is a request for a Legal Matter Management/eBilling software system solution and applicable professional implementation services as defined in Part I of this RFP.

The PTC has provided in section III.2.5 of this RFP, a “**Minimum Requirements for Consideration**” section. Only those software providers, who clearly meet the minimum stated requirements, will be moved forward in the evaluation process. To be considered, software providers who meet the minimum requirements for consideration should submit a complete response to this solicitation using the format provided in Part III – Detailed Proposal Submission Requirements. Proposals and pricing must be submitted for the entire scope of products and services contained in this RFP.

Software providers must conform with all RFP instructions and conditions when responding to this RFP. The PTC, at its sole discretion, may reject as nonconforming any proposal that deviates from the specifications of this RFP. The PTC also 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. Software providers are encouraged to submit their best price as part of their initial proposal and not to assume there will be an opportunity to provide a “best and final” offer at a later date. **It is essential that all cost and pricing information be submitted separately from the Technical Submittal. The PTC reserves the right to reject any or all proposals that contain cost or pricing information in the Technical Submittal.**

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. 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.

The PTC’s intention is to enter into a fixed-price contractual relationship with a single software provider who will serve as the prime software provider, legally and financially responsible for all software and for providing all professional services associated with implementing their proposed solution. It is understood, however, that the prime Matter Management/eBilling software system provider may partner with other third-party software providers whose software integrates seamlessly with their Matter Management/eBilling software system in order to provide a total solution to this solicitation. It is also understood that the PTC may also choose to enter into separate agreements for licensing, maintenance, and support with the prime software provider, as well as, any third-party partner software providers.

Each and every software provider 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 the PTC's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Contracts Administration Department  
Attn: Donald Klingensmith  
Manager, Contracts Administration  
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, the 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.

The PTC reserves the right to reconsider any proposal submitted at any point in this procurement process. It also reserves the right to meet with software providers at any time to gather additional information. Furthermore, the PTC reserves the right to delete or add functionality up until the final contract signing.

**II.4 License Requirement.** All software providers doing business with the PTC are required to be properly licensed in accordance with the laws of the Commonwealth of Pennsylvania.

**II.5 Software Provider Presentation of Supporting Evidence/Surety.** Software providers must be prepared to provide evidence of experience, performance ability, and financial surety that the PTC deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

**II.6 Qualifications of Software Providers.** The 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 the PTC all such information and data for this purpose as may be requested. The PTC reserves the right to inspect the software provider's physical facilities prior to award in order to satisfy questions regarding the software provider's capabilities. The PTC further reserves the right to reject any proposal if its investigation of such information, data and/or facilities fails to satisfy the PTC that the software provider is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated therein.

**II.7 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 partner 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.8 Restrictions on Contacts with PTC Personnel and Existing PTC Contractors.** 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 the PTC are prohibited. During the same period, no prospective software provider or their third-party partners shall approach personnel employed by or under contract to the PTC or any other entity participating in the evaluation of this proposal or any other related matters. An exception to the foregoing will be made for software providers and their third party partners who, in the normal course of work under a valid contract with the PTC, need to discuss legitimate business matters concerning their work.

Violation of these conditions may be considered sufficient cause by the PTC to reject a software provider's proposal.

**II.9 Offer of Gratuities.** The software provider warrants, represents, and certifies that no appointed official or employee of the PTC has or will benefit financially or materially from provider's action or inducement regarding this procurement. Any contract and/or award arising from this RFP may be terminated by the 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.10 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 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.
- 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.
- 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 Section III.1 of 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) is not currently under suspension or debarment by the Commonwealth, 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 agencies to release to the PTC information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

**II.11 Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the PTC's option. Proposals submitted to the PTC may be reviewed and evaluated by any person other than competing software providers at the discretion of the PTC. The 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.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), software providers shall identify any and all portions of their Proposal that contain confidential proprietary information or are protected by trade secrets. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contain the trade secret or confidential proprietary information.



Software providers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

*See Crum v. Bridgestone/Firestone North Amer. Tire.*, 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

**II.12 Software Provider Additional Information.** The PTC reserves the right to ask any software provider to submit information missing from its proposal, to clarify its proposal, and/or to submit additional information which the PTC deems desirable.

**II.13 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 essential that all cost and pricing information be submitted 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 Submittal.**

**II.14 Rejection of Proposals.** The PTC reserves the right to reject any and all proposals received 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.15 Amendment or Cancellation of RFP.** The PTC reserves the right to amend or cancel this RFP at any time if it deems that doing so is in the best interest of the PTC.

**II.16 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's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The PTC may revise a published advertisement. If the PTC revises a published advertisement less than ten calendar days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

**II.17 Proposal Acceptance Period and Validity of Pricing.** Software providers submitting proposals in response to this solicitation agree that their proposal and associated pricing shall be valid for a minimum of 180 days after proposal receipt by the PTC. 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 solicitation is canceled.

**II.18 Retention of Material.** The 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. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the PTC's option.

**II.19 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 should be numbered for ease of reference and should include index tabs denoting each section.

**II.20 Proposal Costs.** The PTC is not liable for any cost or expenses incurred by software providers in responding to this RFP. Those submitting proposals do so entirely at their sole cost and expense. There is no expressed or implied obligation by the PTC to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the PTC or participating in any selection processes.

**II.21 Subcontracting.** Any use of third-party software providers by a prime software provider must be identified in the response to this solicitation. Also, any use of subcontractors by a prime software provider or third-party software provider to deliver professional services must also be identified in the response to this solicitation. During the project period, use of any third-party software providers or subcontractors that were not previously identified in the response to this RFP, must be approved in writing by the PTC.

A software provider that responds to this solicitation as a prime may not be included as a designated subcontractor or third-party software provider to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This section does not preclude a firm from being set forth as a designated third-party software provider to more than one prime software provider responding to this solicitation.

**II.22 Guideline for Use of Third-Party Software Partners.** The PTC understands that some of the functionality requested may require the prime software provider to seek third party software partners. The PTC also understands the integration of the disparate systems will require integration points and interfaces between the different software applications. The 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 prime software provider and their third-party partner's must agree within this RFP to the following:

1. The prime software provider must have a certification program (or comparable business agreement) for its third party providers. As part of this program PTC expects the prime software provider to verify the integration points and interfaces work correctly and meet the functional requirements stipulated within this RFP. The prime software providers must fully define their certification program.
2. The prime software provider will provide PTC with a copy of the provider's certification program once the provider is selected.
3. Either the prime software provider or the third party partner will take ownership of the integration points and interfaces between their software. PTC will expect the ownership to be explicitly stated within the software agreement provided to PTC. By ownership the 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 signed. The warranty is to extend to any upgrades or migrations the system 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:

- a. Formally notify the “owner” the interface is not working as specified.
  - b. Within two (2) business days 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-compliant interface issues must be resolved within 30 days of PTC’s receipt of the “owner’s” remediation plan. If non-compliance extends to greater than 30 days after the remediation plan is delivered, PTC shall have the right to recover all software licenses costs incurred to that point.
  - e. PTC has the right to extend these time frames if in the 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 either software provider’s new product release.

**II.23 DBE/MBE/WBE Participation.** The PTC is committed to the inclusion of disadvantaged, minority and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in this contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Department of General Services ([www.dgs.state.pa.us](http://www.dgs.state.pa.us)) or the Pennsylvania Unified Certification Program ([www.paucp.com](http://www.paucp.com)) at the time of the submission of the proposal. While DBE/MBE/WBE participation is not a requirement for this RFP, inclusion of DBE/MBE/WBEs will be a factor in the evaluation determination. If further information is desired concerning DBE/MBE/WBE participation, direct inquiries to the Pennsylvania Turnpike Commission’s Contracts Administration Department by calling (717) 939-9551 Ext. 4241.

**II.24 Prime Software Provider Responsibilities.** The selected prime software provider will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the PTC will consider the selected prime software provider to be the sole point of contact with regard to contractual matters.

**II.25 Software Provider Project Resources.** Software providers are expected to provide all of the professional services and professional resources necessary to complete the identified work described in Section I.5 Project Scope of this RFP.

Software providers 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 project leader, including approval of the replacement. Such consent will not be unreasonably withheld.

**II.26 PTC Project Participation.** The PTC will provide a project leader who will be the software provider’s main point of contact during the course of the project and who will coordinate with the software provider project manager on all PTC resources and associated project activities.

The PTC will also provide, as needed during the course of the project, reasonable access to the various PTC technical resources and business unit subject matter experts (SME) required to participate in the implementation and training activities of the project.

The PTC will also provide, as needed during the course of the project, reasonable access to PTC computer systems and facilities required to perform all implementation and training services.

**II.27 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 software provider partners, who will have access to PTC facilities in the performance of any professional services. 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 the 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 complete 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.28 PTC 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, the PTC's policies on 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 these policies and procedures by assigned personnel, while performing work awarded as a result of this solicitation, may result in immediate termination of this agreement or removal from the project.

**II.29 Information Handling.** The nature of this project requires the handling of sensitive and confidential PTC information. The selected software provider and each of its third-party software provider partners will be required to sign a PTC Nondisclosure Agreement (provided as Appendix D to this RFP) to ensure that 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 the PTC. The selected software provider and each of its third-party partners are 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 and each of its third-party partners are also 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. At no time will the software provider or their third-party partner(s) be permitted to make a copy of or take PTC

data, in either electronic or hard copy format, off of PTC premises without the express written consent of the PTC.

**II.30 Confidential Matters.** All data and information gathered by the software providers, their agents and subcontractors, including this RFP 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, and/or in another job or jobs, unless prior written consent is obtained from the PTC. The 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 the PTC or that which is mandated under statute or regulation. It is solely the software provider's responsibility to clearly identify proprietary information as such.

**II.31 Project Work Location/Space.** The PTC is planning to provide reasonable work space for the software provider's professional services resources assigned to this project. The PTC's intent is for all software provider personnel assigned to this project to provide services on-site, as applicable, at one of the two designated work locations identified below and software providers should assume there will be no remote access to PTC computer systems.

The designated work locations and location for project coordination will be as follows:

PA Turnpike Commission Central Administration Building (Project coordination/Work Location)  
700 South Eisenhower Blvd.  
Middletown, PA 17057

PA Turnpike Industrial Park Facility (Work Location)  
2850 Turnpike Industrial Park Drive  
Middletown, PA 17057

For on-site services work, the PTC will provide software provider personnel with reasonable access to a PTC standard personal computer system(s) and PTC standard desktop software (See Appendix C, Form 1 of this RFP for detailed PTC standard desktop specifications). 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.

**II.32 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.33 Assignment of Contract.** Any contract with PTC shall not be assigned by the software providers in whole or part without the prior written consent of the PTC.

**II.34 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.35 Best and Final Offers.** The issuing office reserves the right to conduct discussions with software providers for the purpose of obtaining “best and final offers”. To obtain best and final offers from software providers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations and software demonstrations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible software providers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

**II.36 Oral Presentation and Software Demonstration.** The PTC may require a responding firm to give an oral presentation of their firm’s Technical Submittal and a software demonstration of their proposed software solution as soon as ten (10) days after the proposal response due date. The Issuing Office will limit oral presentations and software demonstrations to responsible software providers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. Refer to Section IV.1 of this RFP for more information.

**II.37 Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed-price contractual relationship with a single software provider who will serve as the prime software provider and who will be legally and financially responsible for all software and for providing all professional services associated with implementing their solution. It is also understood that the prime Matter Management/eBilling system software provider may partner with other software providers that may provide best-of-breed applications that integrate seamlessly with their Matter Management/eBilling software. It is proposed that the PTC, under that condition, may choose to enter into separate agreements for licensing, maintenance, and support with the prime software provider, as well as, any third-party partner software providers.

**II.38 Announcement of Award.** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the PTC will publicly post such notice to the PTC website. URL:[www.paturnpike.com](http://www.paturnpike.com)

**II.39 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 the PTC and the selected software provider. This RFP and the proposal will become part of the eventual contract.

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

**II.40 Notice to Proceed.** The selected software provider shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected

software provider. The PTC shall issue a written Notice to Proceed to the selected software provider authorizing the work to begin on a date which is on or after the Effective Date. The selected software provider shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected software provider for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

**II.41 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. The Issuing Office 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.42 Payment Schedule and Invoicing.** A software and professional services payment schedule will be based upon negotiation and mutual agreement between the selected software provider and the PTC prior to contract award. Payment for software modules however will not be made prior to PTC acceptance of the software as outlined in Section II.64 Certification Testing Period.

Software providers shall submit invoices for payment directly to the payment address shown on the contract. All invoices shall show the contract number and software providers Federal ID number.

Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after receipt of invoice and project completion acceptance of the PTC. This shall not affect offers of discounts for payment in less than 45 days, however.

**II.43 Exclusion of Taxes from Prices.** The PTC is exempt from the payment of excise and sales taxes imposed by the Federal Government and the Commonwealth of Pennsylvania. Appropriate forms for State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

**II.44 Advertising.** In the event a contract is awarded for sales or services resulting from this RFP, no indication of such sales or services to the PTC will be used in product literature or advertising without prior written permission from the PTC. The prime software provider and all third party partners shall not state in any of its advertising or product literature that the PTC has purchased or uses its products or services in any way without prior written permission from the PTC.

**II.45 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.46 Anti-Discrimination.** By submitting their proposals, software providers certify to the 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 (ADA), the Americans With Disabilities Amendment Act (ADAAA) 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.47 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.48 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. The software providers shall comply with all applicable federal, state and local laws, rules and regulations.

**II.49 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 bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**II.50 Antitrust.** By entering into a contract, the software provider conveys, sells, assigns, and transfers to the 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 the PTC under any future contract.

**II.51 Default.** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the PTC, after due written notice, may procure the goods and services from other sources and hold the software providers responsible for any resulting additional purchase and administrative costs for a fully functional Matter Management/eBilling software system. This remedy shall be in addition to any other remedies which the PTC may have.

**II.52 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 the 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 of any neglect in safeguarding contract work or on account of any act or omission by the software providers or its employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The software providers agree that this clause shall include claims involving infringement of patent or copyright.

**II.53 Availability of Funds.** It is understood and agreed between the parties herein that the PTC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**II.54 Severability.** In the event that any provision 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.55 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 solicitation, 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.56 Perpetual Software License and Term of Software License.** The PTC will only accept proposals that include software subject to software providers "perpetual" licenses (i.e., the 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).

The PTC however 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. The 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 the PTC for all payments missed, deferred, or declined. Under no circumstances will the PTC be required to re-purchase the software due to a lapse in maintenance. For this agreement, future versions of the software modules purchased by the 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, the PTC shall not be required to re-purchase a module from the software provider or its successors, regardless of the extent to which the technology and/or features of the software have changed. These new features and technology shall be considered to be covered by the maintenance agreement.

Additionally, the 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.57 Source Code.** In the event the software provider ceases to maintain experienced staff and the resources needed to provide required software maintenance for the proposed software solution, the 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, the PTC shall have exclusive right to possess all physical embodiments of such software providers owned materials.

The software provider agrees to escrow all source code with a third party, authorized to deliver that source code to the PTC upon its sole determination that of the above criteria has been met. The software provider shall update all components of the source code with the escrow agent for every version release or on not less than an annual basis. The PTC will be authorized to audit the compliance of these provisions at any time. The rights of the PTC in this respect shall survive for a period of fifteen (15) 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.58 Third-party Acquisition of Software.** The software provider shall notify the PTC in writing should another entity acquire the intellectual property, associated business, or assets of the service provider. The software provider further agrees 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 provider shall obtain for the 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 the PTC will result in the PTC, at its sole discretion, invoking sections II.56 and II.57 above.

As applicable, the software providers third-party software partners shall also notify the PTC in writing should another entity acquire the intellectual property, associated business, or assets of the third-party software partner. The software provider's third-party partners further agree that the contract 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 provider's third-party partners shall obtain for the PTC's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the third-party software partner's contract with PTC. Failure of the assignee to accept this document and any subsequent contractual agreements made by the PTC will result in the PTC, at its sole discretion, invoking sections II.56 and II.57 above.

**II.59 Demonstrations.** By submitting a proposal, the software provider certifies that all of the specified software is in productive use and capable of demonstration in the proposed configuration. The 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 this 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.60 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.61 Qualified Software Support Personnel.** All warranty or software support services to be performed on the items specified in this solicitation shall be performed by qualified technicians properly authorized by the software provider or their third-party partner(s) to perform such services. The PTC reserves the right to require proof of certification prior to award and at any time during the term of the contract.

**II.62 Warranty Against Shutdown Devices.** The software provider and their third-party partners warrant that the software provided under the contract shall not contain any lock, 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 partner software partners shall insert any shutdown device following delivery of the software.

**II.63 Software Warranty.** The selected software providers and their third-party software partners shall warrant that the proposed software will conform to the requirements and specifications as stated in this RFP. That is, the detailed 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 provider must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional and technical 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 twelve (12) months after final acceptance of all software (including interfaces and customizations) included in the implementation. The PTC will look more favorably at software providers and their third-party software partners who provide 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.64 Certification Testing Period.** The software system solution specified in the contract shall be considered ready for testing upon receipt of documentation from the software providers that a successful system audit or diagnostic test was performed at the site demonstrating that the system solution meets the minimum design/performance capabilities stipulated in the purchase agreement. A 45-day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the 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.65 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 any agreement resulting from this RFP shall become the sole property of the PTC. On request, the software provider shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the PTC to evidence the PTC's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**II.66 Limitation of Use.** The 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, the PTC shall have at a minimum: 1. Unlimited use of the software on the equipment for which it was 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; 4. The right to use the software on an unlimited number of testing and development platforms; 5. The right to make a backup copy for safekeeping; 6. The right to modify or combine the software with other programs or materials at the PTC's risk; 7. The right to reproduce any and all documentation provided such reproduction is for the sole use of the PTC. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the 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 override and control.

**II.67 Product Substitution.** During the term of any contract resulting from this solicitation, the prime software provider or any third-party software partner are not authorized to substitute any item for a product, services and/or software identified in the solicitation without the prior written consent of the PTC.

**II.68 Workmanship and Inspection of Work Performed.** All work under the resulting contract shall be performed in a skillful and professional manner. If third-party partner software providers are part of the proposal, these organizations and individuals should be clearly identified. The PTC may, in writing, require the software providers to remove any employee or third-party partner software provider employee from the contract that the PTC deems in its sole discretion appropriate for contract performance.

During the course of the project, the 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. The PTC will retain ownership of all work products developed by the software provider and/or any third-party software provider partners as a result of the project.

**II.69 Tentative Procurement Schedule.** The following is a tentative procurement schedule; PTC reserves the right to modify the schedule based on the number and quality of responses received.

June 15, 2012, Matter Management/eBilling software system RFP is released.

July 3, 2012, All written questions are due.

July 31, 2012, Proposal responses are due.

Software provider finalists will conduct oral presentations and software demonstrations which will be scheduled after proposal due date.

Note: Oral presentations and software demonstrations are an integral part of the selection process. Software providers who cannot demonstrate their software during the dates prescribed by the PTC may be eliminated from consideration and other software providers advanced.

**II.70 Understanding and Acceptance of RFP Terms and Conditions.** Submission of any proposal indicates a software provider's acceptance of the terms and conditions contained in this RFP in addition to any Addendum issued by the PTC's Issuing Agent unless clearly and specifically noted otherwise in the software providers response. Such notice, however, may result in the software provider being declared non-responsive.

Therefore, all software providers hereby certify that they have carefully and thoroughly reviewed this RFP, and fully understand the nature and scope of the work to be done; and that their proposal is based upon the terms, specifications, requirements, and conditions of the RFP.

PTC requires that all prime software providers and all third-party software provider partners, complete and sign Appendix E of this RFP (Understanding of Terms and Conditions of this RFP), stating they have read and agree to all terms and conditions outlined in this solicitation. Prime software providers should attach Appendix E of this RFP for themselves and for their third-party partners to their Technical Submittal response as Attachment C. Specific exemptions (from prime software providers and their third-party partners) to this proposal must be outlined in Attachment D (Exceptions to all Sections of the RFP) of the prime software provider's Technical Submittal response.



Pennsylvania Turnpike Commission  
Request for Proposal  
Legal Matter Management/eBilling Software System

**Part III**  
**Detailed Proposal**  
**Submission Requirements**

## Part III: Detailed Proposal Submission Requirements

### III.1 Detailed Proposal Submission Instructions

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.

Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows:

- Technical Submittal
- Cost Submittal.

Software providers should deliver their proposals to the following delivery address:

Contracts Administration Department  
Attn: Donald Klingensmith  
Manager, Contracts Administration  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **12:00 PM** local time on **Tuesday, July 31, 2012**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

**Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to this address by the above-listed time for submission.** Proposers 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 Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

### III.2 Technical Submittal - Submission and Format Requirements

**Technical Submittals should be placed in sealed envelopes or cartons and should be clearly marked "Technical Submittal".** The software provider's name and address and the PTC RFP number for this solicitation, (12-10190-3554), should also be clearly marked on the Technical Submittal envelope or carton.



**Please do not include any cost/pricing information in the Technical Submittal.**

To facilitate evaluation of the Technical Submittal, software providers must provide the following items as part of the submittal:

- Six (6) hard copies of the Technical Submittal
- One (1) CD-ROM or flash drive that contains the entire contents of the Technical Submittal in either Adobe Acrobat 9.0 (or later) format or in Microsoft Word 2003 (or later) format. The CD-ROM or flash drive should clearly identify the software provider's business name and address and the PTC RFP number for this solicitation (12-10190-3554). Please also include the name and version number of the virus scanning software that was used to scan the CD-ROM or flash drive before it was submitted. The CD-ROM or flash drive should also include an electronic copy of the software providers completed Attachment A – Response to Functional/Technical Requirements in Microsoft Excel 2003 (or later) format.

Software providers are required to follow the section outline below when preparing their Technical Submittal:

- Title Page
- Signed Letter of Transmittal
- Table of Contents
- Section 1 - Executive Summary
- Section 2 - Company Background
- Section 3 - Response to Minimum Requirements for Consideration
- Section 4 - Scope of Products and Services Offered
- Section 5 - Proposed Software Solution Computing Environment (See Appendix C)
- Section 6 - Implementation Methodology and Project Plan
- Section 7 - Professional Services
- Section 8 - Interfaces and Data Conversions
- Section 9 - Software Customizations
- Section 10 - Maintenance and Support Program (See Appendix C)
- Section 11 - Client References (See Appendix C)
- Attachment A - Response to Functional/Technical Requirements
- Attachment B - Resumes of all Proposed Project Personnel
- Attachment C - Signed Copy of Understanding of Terms and Conditions of this RFP
- Attachment D - Exceptions to all Sections of the RFP
- Attachment E - Standard Software Contract/License Agreements
- Attachment F - Other Information

**III.2.1 Signed Letter of Transmittal**

The letter should contain a brief statement of the software provider's understanding of the work to be done. Please do not include any pricing information in this section.

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 project.

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

### **III.2.2 Table of Contents**

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

### **III.2.3 Section 1 - Executive Summary**

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

The executive summary should provide a concise summary of the specific software products and professional services being offered to meet the PTC's requirements, a brief description of your approach to providing the software products and services, a brief description of your experience in implementing your proposed solution in other public sector or corporate legal department environments and a summary of the key points as to why you believe your proposed software solution is the best fit for the management of the PTC's Legal business well into the future.

The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

### **III.2.4 Section 2 - Company Background**

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

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.

Please describe the evolution of your product line to date and how the product line is expected to change over the next three to five years and beyond.

Please describe your relationship with all third-party partner software providers you are proposing, to include the number and quality of implementations in the public sector or in corporate legal departments. Please describe the nature of the partnership or alliance with those partners.

The prime software provider should also fully describe their business partner certification program for its third party providers. As part of this program PTC expects the prime software provider to have process and procedures in place to verify the integration points and interfaces work correctly prior to initial system installation.

Please disclose any agreements or relationships with other software providers that may present a conflict of interest to your company and potentially affect your ability to objectively advise the PTC.

### **III.2.5 Section 3 - Response to Minimum Requirements for Consideration**

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

In this section software providers should respond in detail to the following series of minimum requirements. Please provide a written response to each of the stated minimum requirements as to how you as prime software provider meet these requirements.

**It is imperative that all of the following requirements be addressed concisely and accurately in this section. Only those software providers that have been deemed as meeting these minimum requirements will pass to the next phase of evaluation. Please respond to each of the statements as to how your firm meets these minimum requirements.**

#### **Minimum Requirements for Prime Matter Management/eBilling Software Provider Consideration**

1. Provider must be able to provide customer support during normal PTC business hours (Monday thru Friday, 8:00am-5:00pm ET).
2. Provider must be able to provide web based training to PTC users and outside counsel vendors.
3. System must be able to run on the Microsoft Windows 7 operating system and Microsoft SQL database.
4. Provider must not have been disbarred in the Commonwealth of Pennsylvania. Provider must list all pending law suits or investigations brought by federal, state, or local government against the Provider over the past 5 years.
5. Provider must demonstrate it has the authority to bind the third-party software providers contained within the proposed solution.

### **III.2.6 Section 4 - Scope of Products and Services Offered**

This will be Section 4 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

#### **III.2.6.1 Software System Solution Functionality**

In this section please list each functional module/area of your proposed solution and give a description of the functionality provided for each module/area. Provide information that illustrates how your proposed solution addresses the specific needs of the PTC. Based on your knowledge of public sector law offices and corporate legal departments that operate similar to the PTC's Legal Department, please provide functional modules/areas you feel may best meet the needs of the PTC. Do not include

functional modules/areas of your product line that would have no impact or value to the PTC. (ie. The PTC is not a law office who provides legal services for other private or public entities).

To the extent that a third-party partner product is necessary to provide functionality for the proposed solution to meet RFP requirements, the prime software provider should explicitly state the name of any third-party partner products. It is the preference of the PTC that such a third-party partner provide no more than 25% of the proposed solution; if the third-party partner content is greater than 25%, please include a statement explaining the overage. For each third-party product please include a statement about whether the prime software provider's contract will encompass the third-party partner product and/or whether the PTC will have to contract on its own for the third-party partner product.

The PTC prefers that the prime software provider serves as the administrator for all third-party partner software contracts. Finally, the prime software provider should provide proof that they have access to the third-party partner software source code (own or in escrow) and that the prime software provider has the ability to provide long-term support for the third-party partner software components of their total software system solution.

#### **III.2.6.2 Interoperability Between Functional Areas**

Please describe in detail the interoperability/integration of each functional module of the base product as well as any third-party partner software that may be required to meet the proposed software system solution approach.

Fully describe your solutions definition of seamless integration vs. integration by interfaces vs. integration by data exchange vs. all other forms of integration. Using those definitions please describe how every functional module and every third-party product "integrates".

#### **III.2.6.3 Use of Best Business Practices**

Please describe your proposed software solutions reliance on best business practices and what process reengineering will be imposed or required. Please describe what types of best business practices are already built into the proposed software.

#### **III.2.6.4 Workflow Processing**

Please describe how workflow (electronic routing of documents/approvals/tasks) functions within your proposed solution. Please include a description of how work flow rules are established and how work flow exceptions are handled. Describe their flexibility and customizability.

Please describe the workflow tools in your software and list the standard workflows (electronic routing of documents) that are inherent in the system.

#### **III.2.6.5 Technology and Tools**

Please describe the application and/or developer toolsets that are included with your software solution including the tools that are available to configure and/or customize the software (e.g., add fields, create new tables, change menus, etc.). If specific CASE or object-oriented tools are used, please provide the

name, version, and vendor of the tools. Describe any additional tools that are available and/or what additional tools you recommend.

Please describe the number of database instances that are projected for the proposed solution. Include a discussion of how data that is common across these instances is synchronized. Discuss at what level the database is locked for user updates being processed by: table, page, row, & column.

Please describe the data warehousing and business intelligence capabilities of the proposed solution.

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.

### **III.2.6.6 Reporting**

Please describe the reporting and analysis tools that are included with your software including the Ad Hoc reporting and inquiry tools that are available for the end-user. List all report output formats (e.g. HTML, MS Excel, etc.) that are supported by your software solution. Describe any interfaces to Microsoft Office products.

Please provide a list of your software solution's standard "out-of-the-box" reports for both the Matter Management and eBilling components of your solution. Please include a brief description of each report.

Please describe how software security definitions, established in the main Matter Management/eBilling software, apply to the reporting tools. Describe any report repositories that are built into the proposed system including the compatibility and integration between this repository and other industry standard reporting tools.

### **III.2.6.7 Security**

Please describe the security model of your proposed solution including a description of the security tools that are included with the software.

Please include in your response a description of how the following specific levels of security are addressed:

- Administrative
- Application access
  - Menu access
  - Record access (data element or object)
  - Field access
- Access to standard reports
- Querying/ad-hoc reporting access

### **III.2.7 Section 5 - Proposed Software Solution Computing Environment**

This will be Section 5 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Please use Form 1 – PTC Technology Architecture Standards and Vendor Solution Requirements, found in Appendix C of this RFP to respond to this section of the Technical Submittal. Form 1 provides a description of the PTC’s current in-house technology architecture standards for server, desktop, database, business system platforms, etc. A printed version of the completed form should be included as part of Section 5 of the software providers Technical Submittal.

Please identify, for each technology architecture standard defined in Form 1, whether or not your proposed software solution can meet the PTC defined hardware or software technology standards for an in-house implementation. For each standard that your proposed solution cannot meet or function within, please explain why it cannot meet the PTC standard and then identify what alternatives you recommend.

Additionally, please identify the required technology architecture that the PTC would need to have in place in-house for the alternative option of an externally hosted implementation of your proposed solution.

In addition to completing Form 1, please also provide a detailed architectural diagram detailing the components of your recommended solution’s operating infrastructure for both an in-house solution and for the alternative option of an externally hosted solution.

### **III.2.8 Section 6 - Implementation Methodology and Project Plan**

This will be Section 6 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Please respond in this section with your implementation methodology for the implementation of your proposed software system solution including a detailed implementation proposal and a detailed implementation project plan for an in-house implementation of your proposed solution. The methodology description should be in sufficient detail to allow the PTC to understand your implementation approach and associated implementation timeframe. Please provide milestones and general implementation recommendations.

Additionally, please provide a detailed implementation proposal and a detailed implementation project plan for the alternative option of an externally hosted implementation of your proposed solution. Please provide milestones and general implementation recommendations.

### **III.2.9 Section 7 - Professional Services**

This will be Section 7 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Please describe all professional implementation services by roles and responsibilities necessary to install, configure, customize (if applicable), integrate, convert legacy data and train end-users for your proposed software system solution for an in-house implementation of your solution. Please make

specific recommendations and delineate those tasks that are required to be performed by the software provider team and those that you believe will need to be performed by PTC resources.

Additionally please also describe all professional implementation services by roles and responsibilities necessary to install, configure, customize (if applicable), integrate, convert legacy data and train end-users for your proposed software system solution for an optional externally hosted implementation of your solution. Please make specific recommendations and delineate those tasks that are required to be performed by the software provider team and those that you believe will need to be performed by PTC resources.

### **III.2.9.1 Implementation Services**

Please describe the installation, configuration, customization (if applicable), integration and data conversion professional services that you as prime software provider will provide for an in-house implementation of your proposed solution and what tasks for which, in your opinion, the PTC should be responsible.

Additionally, please also describe the installation, configuration, customization (if applicable), integration and data conversion professional services that you as prime software provider will provide for the alternative option of an externally hosted implementation of your proposed solution and what tasks for which, in your opinion, the PTC should be responsible.

### **III.2.9.2 Training Services**

Please describe the professional training services that you as the prime software provider will provide for an in-house implementation of your solution and what training tasks for which, in your opinion, the PTC should be responsible. Please be specific on the proper division of duties that would best serve the interests of the PTC.

Additionally, please also describe for an externally hosted implementation of your proposed solution, what the variations would be, if any, to those professional training services that you as the prime software provider will provide for an in-house implementation of your solution.

Please describe your training methodology, class/course descriptions, application training, technical training and any proprietary training toolsets that are included in your proposal.

### **III.2.9.3 Other Services**

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

### **III.2.10 Section 8 - Interfaces and Data Conversions**

This will be Section 8 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

PTC recognizes that during the Matter Management/eBilling system implementation effort and once fully implemented, there will be a need for integration points to other PTC systems. As such, please describe, in narrative form, how the proposed Matter Management/eBilling solution supports interface development:

- Describe the various interface technologies that your application supports.
- Describe the typically deployed interface toolsets (APIs, utilities, ETL software, etc.) and methodologies (data validation and rules, etc.) that you propose to use.
- Provide examples of how the proposed Matter Management/eBilling software has previously been successfully interfaced with SAP ERP systems and/or EDMS systems and in what manner, including what tools and technologies were used.
- Provide examples of other systems that the proposed Matter Management/eBilling software has been interfaced with and in what manner including what tools and technologies were used.

The PTC has had a Matter Management system in operation for more than 12 years. As such, there is a requirement to migrate much of the data contained in our current system to the new Matter Management/eBilling system. Please describe, in narrative form, how the proposed software solution supports conversion of legacy matter management data:

- Describe the technology process you will use for migrating/converting data from the PTC's existing legacy matter management system to the proposed software solution.
- Describe any proprietary or other software provider tools that are required to transform and/or scrub the data.
- Describe any methods and tools for dealing with "unclean" data not meeting the referential integrity of the proposed software.
- Describe any methods and tools for ensuring that all data is accounted for during conversion.

### **III.2.11 Section 9 – Software Customizations**

This will be Section 9 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

The PTC requires that each software provider provide a complete listing, including description and explanation, of any customizations to their software that are required in order to compensate for functionality gaps in meeting the requirements defined in Appendix A: Functional and Technical Requirements of this RFP. Software providers will be required to commit to taking ownership of the customizations and the services necessary to create, implement and support the customizations. Each customization must be done in such a manner as to allow the PTC to upgrade at will and not force the PTC into a revision lock. All customizations must be supported by the software provider and not hinder any software provider customer support capability.



If no customizations are required, please include comments stating that no software customizations are required in order for the proposed software system solution to meet the functional requirements in the RFP.

### **III.2.12 Section 10 - Maintenance and Support Program**

This will be Section 10 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Please use Form 2 - Maintenance & Support Services, included in Appendix C of this RFP to respond to this section of the Technical Submittal. Form 2 provides a description of various types of maintenance and support offerings. A printed version of the completed form should be included as Section 10 of the software provider's Technical Submittal.

Please identify the on-going support services that you will provide for each type of maintenance and support offering defined in Form 2. Please describe in detail what services will be provided by the prime software provider and what will be provided by any third-party partner software providers.

It is the strong desire of the PTC to have a single point of contact for all support issues; we would prefer that single point to be the prime software provider.

### **III.2.13 Section 11 - Client References**

This will be Section 11 for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Please use Form 3 - Client Reference Form, included in Appendix C of this RFP to respond to this section of the Technical Submittal. Form 3 provides a template for providing specific information about each reference.

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

Increased consideration will be given to those references that closely match the functionality being proposed for the PTC. We would also consider those references that pertain to public sector or corporate legal departments of a similar size to the PTC to be high value references.

The prime software provider should provide a minimum of six (6) client references that are similar in size and complexity to this solicitation. Three (3) of the references should be for clients that have the software system solution fully implemented in-house at the clients site and three (3) of the references should be for clients that have the software solution hosted for them by the Proposer. The client references should be recent projects completed over the last 3 to 4 years. The order of importance would be those client references that:

- Match the software system solution proposed for this solicitation
- Describe a corporate legal department implementation
- Describe a public sector implementation

Please provide a reference sheet for each of the six (6) client references requested. Printed versions of the completed reference sheet/form should be included as Section 11 of the software provider's Technical Submittal.

### **III.2.14 Attachment A - Response to Functional/Technical Requirements**

This will be Attachment A for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Responses to the requirements listed in Appendix A: Functional and Technical Requirements Listing of this RFP must be provided in this section of the software provider Technical Submittal. We have provided a separate Microsoft Excel spreadsheet containing our functional and technical requirements. Software providers are required to use the spreadsheet provided within this RFP.

**A printed version of the spreadsheet should be included as Attachment A of the software provider's Technical Submittal and an electronic version of the spreadsheet should be included in the contents of the software provider's Technical Submittal CD-ROM or flash drive.**

A modification to any column of the spreadsheet, other than those specifically referenced in the instructions, is strictly forbidden. The response will be deemed unresponsive and will not receive further consideration.

The PTC has established response codes that software providers are required to use in their responses to each requirement. Any response provided that exceeds the software's capability or is contradicted by other information will be considered an "NA" response. Software providers must provide comments for any response requiring customization or third party involvement or requirement will be considered an "NA" response.

- **FS** = Requirement Fully Met "Out-of-the-Box" Requiring No Further Attention (No Change to Base Source Code or Configuration)
- **CO** = Requirement Fully Met Through Configuration (No Change to Base Source Code)
- **RT** = Requirement Fully Met Using Reporting Tool (Included in Bid)
- **TP** = Requirement Fully Met Using Third Party Software (Existing Partnership Exists with References)
- **TN** = Requirement Fully Met Using Third Party Software (No Existing Partnerships and References)
- **CU** = Customization Required to Fully Meet Requirement (Changes to Base Source Code)
- **NA** = Not Available (Solution Does Not Address Requirement)

The software provider must use only one code per requirement. Any requirement that is answered in any other way will be treated as an "NA" response. The selected software provider will warrant that the proposed software will conform in all material respects to the requirements and specifications as

stated in this RFP. That is, the detailed requirements as stated in this RFP will become part of the selected software provider license/contract and will be warranted as such. The selected software provider 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, should be valid for the duration of the implementation process and for 12 months following final acceptance of all modules/suites/applications included in the proposal (defined as software system solution in a production environment). The PTC will look more favorably at software providers with warranty periods longer than the minimum specified herein.

### **III.2.15 Attachment B - Resumes of all Proposed Project Personnel**

This will be Attachment B for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Please provide resumes for all proposed project resources. The PTC understands the dynamic nature of the software services industry, however, the PTC requires the software provider to make every possible effort to provide the professional qualifications of named resources who will actually work on the PTC's project rather than "representative resumes".

### **III.2.16 Attachment C - Signed Copy of Understanding of Terms and Conditions of this RFP**

This will be Attachment C for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Prime software providers and all third-party software partners must each provide one signed copy of RFP Appendix E: Understanding of Terms and Conditions of this RFP. Submission of this signed document is considered evidence that the prime software vendor and all third-party software 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.

### **III.2.17 Attachment D - Exceptions to all Sections of the RFP**

This will be Attachment D for all software provider Technical Submittals. **Do not include any pricing information in this section.**

All requested information in this RFP must be supplied. The software provider may take exception to certain requirements in this RFP. Provide all exceptions to this RFP by section. Please reference the section header, the specific language and the reason for your exception.

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

**III.2.18 Attachment E - Standard Software Contract/License Agreements**

This will be Attachment E for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Software providers must provide a copy of their standard software contract including all license agreements for their proposed software, as well as for any third-party partner proposed software, for review by the PTC. Please include this information as Attachment E of the Technical Submittal.

**III.2.19 Attachment F – Other Information**

This will be Attachment F for all software provider Technical Submittals. **Do not include any pricing information in this section.**

Software providers should provide any other information thought to be relevant to this solicitation, but not applicable to any of the enumerated categories above. Please include this information as Attachment F of the Technical Submittal.

### **III.3 Cost Submittal - Submission and Format Requirements**

The PTC requires that each software provider submit a Cost Submittal for software and for the professional services requested by the PTC as part of this solicitation. It is required that each software provider offer its best pricing as the PTC may not provide an opportunity for software providers to submit best and final offers prior to evaluation. Each software provider is encouraged to assume that there will not be an opportunity for best and final pricing and that price will be a consideration during the evaluation process.

**Cost Submittals must be placed in separately sealed envelopes or cartons and should be clearly marked “Cost Submittal”. The Cost Submittal must be provided under separate cover and NOT included as part of the Technical Submittal. Failure to meet this requirement may result in rejection of the proposal.** The software provider’s name and address and the PTC RFP number for this solicitation, (12-10190-3554), should also be clearly marked on the Cost Submittal envelope or carton.

**Note: Any costs not provided in the Cost Submittal by the software provider will be assumed as no charge to the PTC.**

To facilitate evaluation of the Cost Submittal, software providers must provide the following items as part of the submittal:

- Six (6) hard copies of the Cost Submittal
- One (1) CD-ROM or flash drive that contains the entire contents of the Cost Submittal in either Adobe Acrobat 9.0 (or later) format or in Microsoft Word 2003 (or later) format. The CD-ROM or flash drive should clearly identify the software provider’s business name and address and the PTC RFP number for this solicitation (12-10190-3554). Please also include the name and version number of the virus scanning software that was used to scan the CD-ROM or flash drive before it was submitted. The CD-ROM or flash drive should also include an electronic copy of the software providers completed Cost Submittal Excel Workbook (in Microsoft Excel 2003 or later format)

The PTC has provided in Appendix B of this RFP a Cost Submittal Workbook (Microsoft Excel 2003 format) that software providers must use for their Cost Submittal. Please use Tabs 1 through 10 of this workbook to identify your proposed costs for software, software installation and configuration, software customizations (if applicable), software integration, legacy system data conversion, training, travel and subsistence expenses, software maintenance and support and any other associated costs for an in-house implementation of your proposed software solution. Additionally, please use Tab 11 of this workbook to identify your proposed costs for the alternative option of an externally hosted implementation of your proposed software solution. For either option, software providers must identify where third party software costs and/or services are required and where separate individual contracts and licenses will be necessary.

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

- Cost Submittal Title Page

- Cost Submittal Table of Contents
- Cost Submittal Executive Summary
- Cost Submittal Workbook

In-House Implementation of Proposed Solution:

Section 1 - Cost Summary (Tab 1)

Section 2 - Software Costs (Tab 2)

Section 3 - Software Installation and Configuration Costs (Tab 3)

Section 4 - Software Customization Costs (Tab 4)

Section 5 - Software Integration Costs (Tab 5)

Section 6 - Legacy Matter Management System Data Conversion Costs (Tab 6)

Section 7 - Training Costs (Tab 7)

Section 8 – Travel & Subsistence and Other Costs (Tab 8)

Section 9 - Software Maintenance and Support Costs (Tab 9)

Section 10 - Optional Software, Services and Support (Tab 10)

Externally Hosted Implementation of Proposed Solution:

Section 11 – Alternative Cost Proposal for an Externally Hosted Software Solution (Tab 11)

- DBE/MBE/WBE Participation

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

**III.3.1 Cost Submittal Table of Contents**

Provide a table of contents listing each section of the Cost Submittal and any additional materials submitted. All pages should be numbered.

**III.3.2 Cost Submittal Executive Summary**

This section should be limited to a brief narrative highlighting the key cost benefits to the PTC of the software providers proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward executive-level personnel.

The Cost Submittal summary should provide a concise summary of the overall costs being proposed by the prime software provider and its third-party software partners, in response to this solicitation, for the software and professional services being offered to the PTC for both an in-house implementation of your solution and, alternatively, for an externally hosted implementation of your solution. The summary should clearly identify what the specific cost variations would be to the PTC, over a five (5) year period, between the two implementation options.

**III.3.3 Cost Submittal Workbook**

The PTC has provided in Appendix B of this RFP a Cost Submittal Workbook (Microsoft Excel) that software providers must use for their Cost Submittal. Please use this workbook to identify the proposed costs for software, software installation and configuration, software customizations (if

applicable), software integration, legacy system data conversion, training, travel & subsistence, software maintenance and support and any other associated costs for the proposed software solution for both an in-house implementation and, alternatively, an externally hosted implementation.

An electronic version of the completed Cost Submittal Workbook (Tabs 1 through 11), should be included as part of the contents of the software providers Cost Submittal CD ROM.

### **III.3.3.1 Section 1 – Cost Summary for an In-House Implementation**

This will be Section 1 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 1 – Cost Summary, included in Appendix B of this RFP to respond to this section of the cost proposal.

The PTC requests that each software provider provide a summarization of all proposed costs for their proposed solution for an in-house implementation of the solution.

A printed version of the software provider's completed Tab 1 - Cost Summary spreadsheet should be included as Section 1 of the software providers Cost Submittal.

### **III.3.3.2 Section 2 – Software Costs**

This will be Section 2 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 2 – Software Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requests that software providers provide a complete listing of the modules that it believes will be required to fulfill the RFP requirements. Software providers must include the version and release number for each module proposed. The PTC expects that each software provider will provide a complete software solution including third party software as needed. Proposals not fulfilling all of the requirements may be rejected. Software providers must identify where third party software is required and where separate individual contracts and licenses will be necessary. For cost proposal pricing purposes, software vendors should assume a PTC estimated requirement of at least 15 user/software licenses for the core Matter Management software and an estimated requirement of at least 125 user/software licenses (includes internal PTC users and external vendors) for the eBilling software. The actual number of software licenses eventually purchased, by the PTC, from the selected software provider will be a negotiable contract item between the PTC and the selected software provider and may be different than the estimated figures provided above.

The PTC will look favorably at a software provider that can provide the complete solution within its own product line. If third party software is required, the PTC will look favorably at software providers that have well established alliances with third party software providers. The PTC seeks to minimize the number of required software contracts as part of the overall solution and will look favorably at software providers with established contracts with third party software providers. The PTC requires that each software provider identify, very clearly, each third party software provider that is required to meet the requirements of the RFP.

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

A printed version of the software provider's completed Tab 2 - Software Costs spreadsheet should be included as Section 2 of the software providers Cost Submittal.

#### Alternative Hosted Implementation Costs for Software

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

### **III.3.3.3 Section 3 - Software Installation and Configuration Costs**

This will be Section 3 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 3 –Software Installation and Configuration Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requires that software providers provide a detailed explanation of the necessary steps and associated costs for them to install and configure its software solution in the PTC's existing technology infrastructure environment. It is expected that the prime software provider will provide this service (not a third party) and will warrant the installation for a minimum period of 2 years. Software providers should also include a level of effort required by PTC personnel to install the software.

A printed version of the software provider's completed Tab 3 – Software Installation and Configuration Costs spreadsheet should be included as Section 3 of the software providers Cost Submittal.

#### Alternative Hosted Implementation Costs for Software Installation and Configuration

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

### **III.3.3.4 Section 4 - Software Customization Costs**

This will be Section 4 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 4 –Software Customization Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requires that software providers provide a detailed cost and duration quotation for each required customization identified in the software provider's Technical Submittal response. The software providers will be required to commit to cost and durations and take ownership of the customizations. Software providers must provide cost and duration estimates for the services necessary to create, implement and support the customizations.



If no customizations are required, please include comments stating that no software customizations are required in order for your software system solution to meet the functional requirements in the RFP.

A printed version of the software provider's completed Tab 4 - Software Customization Costs spreadsheet should be included as Section 4 of the software providers Cost Submittal.

#### Alternative Hosted Implementation Costs for Software Customization

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

#### **III.3.3.5 Section 5 - Software Integration Costs**

This will be Section 5 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 5 –Software Integration Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requires that software providers provide a detailed explanation of the timing and cost to integrate their software with the PTC's SAP ERP system and Hyland Software OnBase Electronic Document Management system. The software providers will be required to commit to cost and durations and take ownership of the integrations. Software providers must provide cost and duration estimates for the services necessary to create, implement and support the integrations. All integration must be done in such a manner as to allow the PTC to upgrade at will and not force the PTC into a revision lock. All integrations must be supported by the software provider and not hinder any software provider customer support capability. A complete listing of each required integration along with the associated time and cost is required.

A printed version of the software provider's completed Tab 5 - Software Integration Costs spreadsheet should be included as Section 5 of the software providers Cost Submittal.

#### Alternative Hosted Implementation Costs for Software Integration

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

#### **III.3.3.6 Section 6 – Legacy Matter Management System Data Conversion Costs**

This will be Section 6 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 6 – Legacy Matter Management System Data Conversion Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requires that software providers provide a detailed explanation of the timing and cost to convert/migrate the legacy data from the PTC's existing matter management system into the software provider's proposed software solution.

A printed version of the software provider's completed Tab 6 - Legacy Matter Management System Data Conversion Costs spreadsheet should be included as Section 6 of the software providers Cost Submittal.

Alternative Hosted Implementation Costs for Legacy MMS Data Conversion

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

**III.3.3.7 Section 7 - Software Training Costs**

This will be Section 7 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 7 – Software Training Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requires that software providers provide a detailed explanation of the timing and cost to train the PTC in proper operation and management of the system solution, as well as, to train PTC vendors on use of the eBilling software to submit invoices. It is expected that software providers will provide this service (not a third party).

A printed version of the software provider's completed Tab 7 - Software Training Costs spreadsheet should be included as Section 7 of the software providers Cost Submittal.

Alternative Hosted Implementation Costs for Software Training

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

**III.3.3.8 Section 8 – Travel, Subsistence & Other Costs**

This will be Section 8 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 8 – Travel, Subsistence & Other Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requires that software providers provide a detailed explanation of the travel, subsistence, supply and materials costs required for this solicitation. Software providers should itemize transportation, lodging, meals, supplies and materials separately. Travel and subsistence costs must not exceed current CONUS rates and IRS approved mileage rates. If there are no travel, subsistence, supply or materials costs in your proposal, please include a statement stating so.

A printed version of the software provider's completed Tab 8 - Travel, Subsistence & Other Costs spreadsheet should be included as Section 8 of the software providers Cost Submittal.

Alternative Hosted Implementation Costs for Travel, Subsistence & Other

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

### **III.3.3.9 Section 9 – Software Maintenance and Support Costs**

This will be Section 9 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 9 –Software Maintenance and Support Costs, included in Appendix B of this RFP to respond to this section of the proposal.

The PTC requires that software providers provide a detailed explanation of the costs associated with their proposed maintenance and ongoing support offering for their software including any future upgrade costs. Costs should also be provided for any third-party software partner software. The explanation should reflect proposed maintenance and support costs and future upgrade costs for a period of the next five (5) years and take into consideration any warranty periods being offered. It is expected that software providers will provide this service (not a third party).

A printed version of the software provider’s completed Tab 9 - Software Maintenance and Support Costs spreadsheet should be included as Section 9 of the software providers Cost Submittal.

#### **Alternative Hosted Implementation Costs for Software Maintenance and Support**

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

### **III.3.3.10 Section 10 – Optional Software, Services and Support**

This will be Section 10 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 10 – Optional Software, Services and Support, included in Appendix B of this RFP to respond to this section of the proposal.

Software providers should provide a detailed explanation of any optional software, services or support offerings and associated costs that they would like to propose to the PTC for consideration.

A printed version of the software provider’s completed Tab 10 – Optional Software, Services and Support spreadsheet should be included as Section 10 of the software providers Cost Submittal.

#### **Alternative Hosted Implementation Costs for Optional Software, Services and Support**

Proposers should also identify and include any costs from this section, that are applicable costs to an alternative externally hosted implementation of the proposed software solution, in Section 11 of the Cost Proposal and in Tab 11 – Hosted Service Software Solution Costs of the Cost Submittal Workbook included in Appendix B of this RFP.

### **III.3.3.11 Section 11 – Alternative Cost Proposal for an Externally Hosted Software Solution**

This will be Section 11 for all software provider Cost Submittals. Software providers must use the Cost Submittal Workbook, Tab 11 – Externally Hosted Software Solution Costs, included in Appendix B of this RFP to respond to this section of the cost proposal.

The PTC requests that each software provider provide a detailed list of all cost categories and accompanying proposed costs for an externally hosted implementation of their proposed solution. The list should include any/all applicable cost categories and applicable costs from the proposed in-house implementation costs identified in Sections III.3.3.2 thru III.3.3.10 above. The list should also include a detailed explanation and accompanying costs for any cost categories that are applicable specifically to an externally hosted implementation of the proposed solution (i.e such as subscription fee/usage fee/monthly or annual fee costs used in place of the more traditional perpetual software license costs associated with an in-house implementation). Also, please provide a detailed explanation for any costs associated with an in-house implementation of the proposed solution that would not be required of the PTC should the PTC decide to go with the alternative option of an externally hosted solution.

A printed version of the software provider's completed Tab 11 – Externally Hosted Software Solution Costs spreadsheet should be included as Section 11 of the software providers Cost Submittal.

If the software provider does not offer an externally hosted option for the implementation of their proposed software solution, please include comments in this section stating so.

#### **III.3.4 DBE/MBE/WBE Participation**

This section pertains to the inclusion of DBE/MBE/WBE firms, as described in Section II.23 of this RFP. In this section please provide a list of each DBE/MBE/WBE firm, if any that is expected to participate in the contract along with the extent of each firms expected participation level. Participation level should be reflected in terms of total dollars or percentage of total contract amount committed to each certified DBE/MBE/WBE firm. Also, please provide documentation of each firm's certification as described in Section II.23 above.

If no DBE/MBE/WBE firms are participating in the delivery of the software providers proposed solution, please include a statement stating so.



Pennsylvania Turnpike Commission  
Request for Proposal  
Legal Matter Management/eBilling Software System

## **Part IV**

### **Selection Process**

## Part IV: Criteria for Selection

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

**IV-2. Proposal Evaluation.** Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

**IV-3. Evaluation Criteria.** The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

**Soundness of Approach.** This refers to providing a software system solution that is the best-fit to the PTC's stated functional and technical requirements as well as PTC objectives. Equal importance is placed on the software system solution functionality including soundness of the solution, ease of use, and interoperability of the components. This also includes the software providers approach, techniques, and methodologies for managing software installation and implementation projects.

**Adherence to RFP submittal requirements.** This refers to the software provider adhering to the RFP submittal requirements. Specific focus is placed on whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP.

**Understanding the Problem.** This refers to the software provider's understanding of the Commission's needs that generated the RFP, of the PTC's objectives in asking for the services, and of the nature and scope of the work involved.

**Software Provider Qualifications.** This refers to the ability of the software provider to meet the terms of the RFP, especially the time constraint and the quality, relevancy and recency of projects successfully completed by the software provider of a similar size and nature to this solicitation. This also includes the software provider's financial ability to undertake a project of this size and their ability to negotiate and accept contract terms compatible with the PTC's objectives and policies.

**Personnel Qualifications.** This refers to the competence of professional personnel who would be assigned to the project by the software provider. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on providing services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

**On-Site Oral Presentations and Software Demonstrations.** This refers to the software provider's on-site software demonstration. The goal is for the software provider to demonstrate the functionality of the proposed

solution features (see Attachment F) so that the evaluators can witness the soundness of approach and the proposed solution's ability to perform the specific requirements as per the responses provided in Attachment A of the software providers Technical Submittal response.

**Cost.** This refers to the software system solution total cost of ownership, including initial software costs, professional services costs, maintenance and ongoing support costs and future anticipated upgrade costs. While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The PTC reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The PTC will select the firm with the proposal that best meets its needs, at the sole discretion of the PTC.

**DBE/MBE/WBE Participation.** This refers to the inclusion of DBE/MBE/WBE firms, as described in Section II.23 above, and the extent to which they are expected to participate in this contract. Participation will be measured in terms of total dollars committed or percentage of total contract amount committed to certified DBE/MBE/WBE firms. This information should be clearly identified in your Cost Submittal as described in Section III.3.4 above.

## **Appendix A: Functional and Technical Requirements Listing**

**See attached Microsoft Excel Workbook**



## **Appendix B: Cost Proposal Workbook**

**See attached Microsoft Excel Workbook**

## **Appendix C: Technical Submittal Forms**

**See attached Microsoft Word Document**

# Appendix D: PTC Nondisclosure Agreement

## NONDISCLOSURE AGREEMENT

*RFP Project No 12-10190-3554  
Legal Matter Management/eBilling Software System*

\_\_\_\_\_ (“VENDOR”) acknowledges that the nature of the above referenced project requires the handling of sensitive and confidential Pennsylvania Turnpike Commission information. Therefore, VENDOR agrees to maintain the confidentiality of all information that it is exposed to or have access to during the course of their performance on the above-referenced project. VENDOR agrees not to discuss, disclose, copy, sell, or give away such information to anyone except those persons designated by the Commission and VENDOR as having a need to know all or part of the information, and then only to the extent of that person’s need to know. VENDOR agrees to treat the information in the same way VENDOR treats its own most confidential information and to inform each such person of these provisions. VENDOR shall make reasonable efforts to ensure that each such person shall abide by these provisions. VENDOR shall also identify to the Commission the names of the specific individuals [including VENDOR employees] to whom it has given sensitive or confidential Commission information.

VENDOR agrees to indemnify the Pennsylvania Turnpike Commission for all loss to the Commission [including damages, costs, and legal fees resulting from any legal actions brought against the Commission] resulting from the disclosure of any sensitive and confidential Commission information.

VENDOR agrees to immediately notify the Commission of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information. VENDOR further agrees not to refrain from any action, where such inaction may result in unauthorized disclosure of information to any person or entity.

The Pennsylvania Turnpike Commission has also entered into agreements regarding the use of and nondisclosure of proprietary and confidential information. VENDOR agrees that it will not in any way disclose or use for itself proprietary or confidential information that VENDOR knows or has reason to know is subject to any agreement to which the Pennsylvania Turnpike Commission is a signatory. VENDOR agrees to indemnify the Pennsylvania Turnpike Commission for all damages, costs, and legal fees resulting from any legal actions brought against the Pennsylvania Turnpike Commission for breach of agreements regarding the use of nondisclosure of proprietary and confidential information where it is determined that VENDOR is responsible for any use of such information not permitted by such agreements.

By \_\_\_\_\_

NAME:

TITLE:

ADDRESS:

## **Appendix E: Understanding of 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 vendor and all third-party software 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.

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Name of Software Provider Firm

---

Street Address/P.O. Box

---

City, State, Zip Code

---

Telephone Number

---

eMail Address

---

Authorized Signature

---

Printed/Typed Name and Title

---

Date

## **Appendix F: Demonstration of Proposed Software Solution**

**See attached Microsoft Word Document**

# **Addendum No. 1**

RFP # 12-10190-3554

## **Legal Matter Management/eBilling Software System**

**Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:**

Following are the answers to questions submitted in response to the above referenced RFP as of July 3, 2012. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. The RFP stresses in a number of places that the PTC's preferred solution would be implemented on the PTC's in-house infrastructure (behind the firewall), yet in section 1.1, the RFP does state that the PTC are requesting vendors to also provide them with an alternative hosted solution. Will the PTC accept responses from Vendors who only provide a hosted solution?

**Yes. Please see Section I.1, page 6.**

2. Can the PTC provide the amount of annual legal spend?

**FY 2010 - \$1,603,241.00**

**FY 2011 - \$1,794,638.00**

**FY 2012 - \$1,976,943.00**

3. Do current law firms submit invoices that cover multiple matters? The RFP states that they have 60 invoices a month.

**Some law firms do, but in that event the matters are separately invoiced but sent together.**

4. The RFP states that there are approximately 200 active legal matters. How many "non-active" matters would the PTC have that data would need to be imported into the new system for historical purposes? The RFP states on page 11 that the PTC wants to convert/migrate required legacy matter management data out of the existing Datacert Chief Legal Officer Matter Management System into the new software system.

**There are approximately 1051 non-active legal matters. Since the last sentence is phrased as a statement, there is no question to respond to.**

5. Section II.57 Source Code. The RFP indicates that the software provider agrees to escrow the source code with a third party, and that the rights of the PTC in this respect shall survive for 15 years after the expiration of the contract. Is this a hard requirement?

**Yes.**

6. Section II.65 states that “All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of any agreement resulting from this RFP shall become the sole property of the PTC. Would this include ad-hoc reports or input forms created for use of the PTC, or does it mean solely the data contained in a report run for the PTC?

**Yes, this would include ad-hoc reports and input forms but the PTC expects that any development costs to the PTC favorably reflect the extent to which enhancements are commercially marketable.**

7. Is your first desire to have an in-house (behind your firewall) system vs. a hosted, SaaS based system? If so, do you want vendors who ONLY have a SaaS based system to respond?

**It is the PTC’s desire to have an in-house system but vendors who have only an SaaS-based system may submit a proposal for review and consideration. Please see Section I.1, Page 6 as well as Section 1.4, page 8 and Part IV: Criteria for Selection, Page 54.**

8. How many internal users will PTC have (including those folks outside the law department)?

**Ten (10). Please see Appendix B Cost Proposal Workbook, Tab 2 – Software License Cost.**

9. How many outside counsel firms does PTC work with?

**20-30 firms at any given time.**

10. What is the total spend with outside counsel annually?

**See #2.**

11. Is it PTC’s desire to integrate with your current Doc. Mgmt System or if the vendor has a system built into the application will you prefer to utilize that system?

**Yes, the PTC desires to integrate with our current document management system, OnBase. Please refer to Section I.4, page 10 of the RFP and Appendix A Requirements Reference Numbers 2.1.1 and 2.1.2.**

12. All technical questions are in reference to a behind the PTC firewall type solution. Do you have a separate set of questions for vendors who only offer a hosted solution?

**No. Please refer to Section III.2.7, page 37.**

13. Has the agency allocated a specific budget for this project?

**Yes.**

14. What is the desired timeframe for implementation?

**The desired timeframe for implementation is six (6) months but please submit a proposed schedule as part of your proposal.**

15. When will we receive answers to questions?

**Responses to questions will be posted on the PTC web site.**

16. Will all questions and answers from all vendors be shared?

**Yes (Section II.2, Page 13).**

17. How many users will need access to proposed solution? How many read-only licenses?

**See #8.**

18. What is the existing technical architecture?

**Please see Appendix C Technical Submittal Forms, Form 1.**

19. What other systems might the agency desire the case management system to integrate with?

**None other than those referenced in the RFP. Please refer to Section I.5, Page 10 and Appendix A (Requirements Reference Numbers 2.1.1- 2.1.2, 2.2.1-2.2.4, 2.3.1-2.3.3).**

20. Does the agency already have a file room/records management solution in place or do they desire one if it is a module of the case management system?

**The PTC has a records management solution in place (OnBase).**

21. Will preference be given to browser-based applications?

**Yes; please refer to Part IV: Criteria for Selection, Page 54, as well as Section I.1, Page 6 and Section 1.4, page 8.**



22. What information can be shared regarding the existing data which needs to be converted?

**Approximately 236 active matters and 1051 non-active matters.**

23. Does the agency wish to store all documents in OnBase and have integration between that and the MMS/EBS?

**The PTC desires to make optimal, efficient, and cost-effective use of OnBase and the MMS/EBS. Please refer to Section I.4, page 10 of the RFP and Appendix A Requirements Reference Numbers 2.1.1 and 2.1.2.**

24. Does the agency wish to create their own rules for evaluation of outside counsel invoices?

**We anticipate that we will need to create certain PTC-specific rules in addition to those commonly used by other legal departments.**

25. Does outside counsel already provide invoices electronically in a standard format (LEDES)?

**No.**

26. 1.2.2 The MMS/EBS must provide automated generation of label with selected user fields upon initial creation of a matter or on-demand. Label should include the following: matter number, creation/filing date, and matter caption or title, and docket number. Does this requirement entail printing hard-copy labels? If so, does the PTC have a solution in-house for this functionality already?

**The PTC is looking to develop this functionality in the future.**

27. 6.2.2 The MMS/EBS must provide the ability to use short-cuts to jump directly to desired functions. Can the PTC provide additional information on this requirement? What desired functions are meant?

**The PTC desires to jump to specific functionality without having to go through multiple menus/mouse clicks/etc.**

28. Please provide the volume of data to be migrated to the new solution. Specifically, the record counts for:

Matters - **See #22.**

Organizations - **619 organizations including 148 law firms.**

Timekeepers - **PTC does not have an e-billing system so there is no timekeeper data to migrate.**

Invoices (Header and number of line items per invoice on average) - **PTC does not have an e-billing system so there are no invoices to migrate; however the PTC needs to have the firm billings data migrated.**

Case Notes - **to be determined; varies by matter.**

Documents associated with Matters (if any) - Are these contained in the OnBase DMS? If no, where do they reside? **The PTC did not typically attach Word documents to matters in the course of using its present matter management system.**

29. Can the PTC provide the data from the current CLO system, and other systems if there are additional sources, in an excel template that the Vendor would provide them?

**Yes, but we are looking for solution provider to provide these services.**

30. How many actual users will need access to the new solution? (Not just how many attorneys you have.)

**See #8.**

31. How many of these users will be invoice approvers?

**5 attorneys.**

32. How many of these users will be responsible for approving matters?

**5 attorneys.**

33. Does the PTC want their outside counsel or other external users to have the ability to submit Budgets, Accruals, Timekeeper Rates and run Collaboration reports?

**Yes.**

34. Is a perpetual license the only licensing model being entertained? Would you consider other models?

**Yes, for in-house solution. Yes, for externally hosted solution.**

35. Can the PTC provide samples of existing reports and document templates currently in use?

**Existing reports currently produced are Matters by Firm [semi-monthly for amounts billed per matter per firm] and Firm Billings by Matter [for billed amounts for a certain type of Matter]. There are no document templates currently in use.**

36. Does the PTC have a business requirement to centralize data into a central technology platform?

**Yes. Please refer to Section I.1, Page 6, I.4, Page 9 and Appendix A Requirements Reference Numbers 5.5.6, 5.5.7, 5.5.10.**

37. Does the PTC have a technical team that would support the configuration of custom fields etc?

**Please refer to Section III.2.11 Section 9, page 40.**

38. How many additional data attributes does the PTC need on:  
Matters - **See #22.**  
Organizations - **See #28.**  
People/Timekeepers - **See #28.**

39. How many legal service providers submit invoices to the PTC?

**See #9.**

40. Does the PTC have a business requirement to allow Legal users the ability to use Microsoft Outlook to update Matters?

**Yes. Please refer to Appendix A, Requirements Reference Numbers 2.2.1-2.2.4.**

41. Does the PTC have a business requirement to externally host system in a SOC 1 Type2 – ISO27001 certified Datacenter? If yes, is dedicated (Secure Private Cloud) a requirement?

**The PTC does not have a formal business requirement to externally host system in a SOC 1 Type 2 – ISO27001 certified datacenter. Vendors who adhere to ISO 27001 or NIST SP800-53 security controls in the related areas will meet the PTC's requirements.**

42. Does the PTC have a business requirement to integrate with PTC's Registered Service Provider, like CT or CSC?

**The PTC does not have a registered service provider.**

43. Does the PTC have a business requirement to allow secure login via Single Sign On (SSO)?

**Yes. Please refer to Appendix A, Requirements Reference Number 5.6.1.**

44. Does the PTC have a business requirement for customized data entry wizards that guide users through record creation?

**No the PTC Legal Department does not have current customized data entry wizards.**

45. In order to provide the detailed information that you are requesting, we require a Mutual Non-Disclosure Agreement (MNDA). If the PTC has a standard MNDA, please provide it to us so that it can be reviewed. If the PTC does not have a MNDA, please let us know and we will provide our MNDA for the PTC to review and sign.

**A sample MNDA is attached.**

46. What is the backend database of the CLO program you are planning on converting from? (for example SQL, Oracle, other)

**Sybase.**

47. In order to provide an accurate bid, can additional information about the CLO database be provided? For example can database table headers or a copy of the database be provided to prospective bidders?

**The PTC will provide additional information about CLO [such as a copy of the database] to the successful vendor.**

48. Is there a budget for the purchase of a matter management and e-billing system? What budget year does it fall into? How much?

**See #13. This project falls into fiscal year June 1, 2012 – May 31, 2013. We are declining to disclose the budget amount.**

49. What is the expected timeframe the department would like to go live?

**See #14.**

50. Does the department currently track expenses in CLO, if not what are the means the department currently tracks expenses?

**Yes.**

51. Request for Proposal document section I.3 Legal Department Overview...How many law firms and/or other vendors do you anticipate will submit invoices on an annual basis?

**See #9.**

52. Appendix A: Response to Functional/Technical Requirements Workbook 5.1.1 – Is the commission accepting proposals offering a Software as a Service (SaaS) based solution that is vendor-hosted?

**Yes (Section I.1, Page 6).**

53. Would data conversion include inactive matters? If so, approximately how many records?

**See #22.**

54. Would data conversion include Invoices? If so, approximately how many records?

**See #28.**

55. Would data conversion include documents and any document related data (i.e. related matter id, etc)? If so, approximately how many documents?

**See #28.**

56. If bad data is discovered during conversion, will the business be responsible for cleaning up the data?

**No, but the business will work in conjunction with the service provider. Please refer to Section I.1, Page 6, Section I.5, Page 10 and Appendix A Requirements Reference Numbers 4.1.1 and 4.1.2.**

57. How many fields of data will be in each conversion record?

**To be determined, but CLO fields typically used involved billing, matters, and people.**

58. Can you describe the PTC's expected involvement in the following? 'Vendor must provide tools and services to assist the PTC in converting the PTC's current matters and matter history.' Appendix A Line 102.

**Please refer to Section I.1, Page 6, Section I.5, Page 10, Section II.25, Page 20, Section II.26, Page 20 and Appendix A Requirements Reference Numbers 4.1.1 and 4.1.2.**

59. Regarding customization, can you provide examples of what types of screen customizations non-technical staff would be making within the application? (1.3.1)

**No.**

60. What type of import/export functionality do you want the system to provide? Is this in reference to importing/exporting data via integration? (1.5.3)

**Specifically, this is a requirement that this functionality be part of the solution. Please refer to Appendix A, Requirements Reference Numbers 1.5.3 and 2.2.1-2.2.4.**

61. Can you provide an example of a specific function and its associated events that should be available via a configurable business rules engine? (1.9.2)

**Upon the filing of a complaint with the prothonotary's office [clerk of court for civil cases], the complaint needs to be forwarded to a sheriff's office for service and the complaint may need to be reinstated if not served in a certain number of days.**

62. Approximately how many defined PTC business rules exist relating to invoice compliance? (1.5.4)

**The PTC does not have an e-billing system and thus has not yet created any business rules for invoice compliance.**

63. Will outside counsel firm require limited access to the system?

**Yes to eBilling.**

64. Do you currently have a list of document templates that will need to be coded for the new system? If so, approximately how many?

**There are no document templates currently in use.**

65. How are the current interfaces with ERP and EDMS defined? (SAP Resource Planning, Hyland Document Management, SAP ECC 6.0 for invoice processing) Is it expected that the new system will use the same fields and functionality?

**We do not currently have interfaces with the current system and ERP or EDMS.**

66. Is it expected that the vendor Project Manager be dedicated to just this effort?

**The PTC expects this project to be the primary focus of the vendor's Project Manager. Please refer to Section I.5, page 10.**

67. What is the desired timeframe for implementation?

**See #14.**

68. Are travel expenses to be included in the Estimate or can a vendor invoice for actual expenses for travel?

**Included in estimate. Please see Appendix B Cost Proposal Workbook, Tab 8 Travel and Other Costs.**

69. Creation of Labels - Can you describe the automated generation of label requirement mentioned in Appendix A line 5?

**See #26.**

70. Printing – Can you describe the business process related to the ability to generate and print a document triggered by an event mention in Appendix A line 76? Is the MMS to automatically print to the users default printer? Other?

**There is no current business process; we are looking to develop this capability in the future using a default printer.**

71. Workflow – Can you describe the business process related to Appendix A line 77? Does the PTC manage paper files in a library type of system?

**The PTC currently manages paper files in a library type of system and is looking to develop a file-tracking capability in the future.**

72. What software does the PTC use to currently update Help Files? (Appendix A Line 108)

**Various. Depends on the application.**

73. Please define the criteria for a Conflict of Interest checking feature. (Appendix A 1.84 & 1.85)

**Upon entering [or updating] participating counsel in any matter when a new matter is opened or when a new firm is added to a matter, the matter management system is expected to check PTC outside counsel against a list of opposing counsel in current cases involving the PTC.**

74. Please define the criteria for routing a document to multiple Matters. (Appendix A 1.2.6)

**The PTC does not have this feature in its current system but would like to have it for the future system.**

75. Please define the process (source, workflow, destination) for tracking Transcript information in a Matter. Does this come from an external feed, or is to be logged in the Matter Management System? In what format? (Appendix A 1.6.1)

**Transcripts [such as deposition transcripts or hearing transcripts] could be provided electronically or as a hard copy document, and as these transcripts are forwarded by outside counsel, they would need to be included in the matter management system file.**

76. Please share any existing process maps that explain current and anticipated eBilling and Budgeting processes.

**The PTC has not yet developed any process maps for eBilling and budgeting.**

77. Has the budgeting plan been identified (e.g. annually, per matter, etc.)?

**Yes**

78. Will eBilling be routed through a single AP system or several?

**Routed through a single system.**

All other terms, conditions and requirements of the original RFP dated June 15, 2012 remain unchanged unless modified by this Addendum.