

**REQUEST FOR PROPOSALS FOR**

**Job Order Contracting Program Consultant**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission**

**Facilities and Energy Management Operations Department**

**RFP NUMBER**

**13-40130-4390**

**DATE OF ISSUANCE**

**August 30, 2013**

**REQUEST FOR PROPOSALS FOR  
Job Order Contracting Program Consultant**

**TABLE OF CONTENTS**

<b>Part I</b>	<b>- GENERAL INFORMATION FOR PROPOSERS</b>	<b>page 1</b>
<b>Part II</b>	<b>- INFORMATION REQUIRED FROM PROPOSERS</b>	<b>page 10</b>
<b>Part III</b>	<b>- CRITERIA FOR SELECTION</b>	<b>page 12</b>
<b>Part IV</b>	<b>- WORK STATEMENT</b>	<b>page 14</b>

**APPENDIX A – PROPOSAL COVER SHEET**

## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for a Job Order Contracting Program Consultant.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Facilities and Energy Management Operations Department.

**I-3. Scope.** This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

**I-4. Problem Statement.** The Commission is seeking proposals from qualified consultants to develop, implement, and support a Job Order Contracting (JOC) Program. This program is necessary to enhance the Commission's contracting operations and the procurement of services for renovations, repairs, upgrades, additions, and new construction.

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a commission based contract where payment is determined by a percentage of the actual project costs procured under the JOC Program. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor 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 does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

**I-8. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I.9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to [RFP-Q@paturndpike.com](mailto:RFP-Q@paturndpike.com) with **RFP 13-40130-4390** in the Subject Line to be received no later than **12:00 PM** local time on **Friday, September 13, 2013**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

**I-10. 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 Commission'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 Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten 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.

**I-11. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **12:00 PM** local time on **Friday, October 11, 2013**. 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 the Contracts Administration Department 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.

**I-12. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **five (5)** hard copies of the Technical Submittal and **five (5)** hard copies of the Cost Submittal. In addition to the hard copies of the proposal, **submit one complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format.** The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer 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 Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:  
Contracts Administration Department  
Attn: Stephanie Newbury  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

US Mail Delivery Address:  
Contracts Administration Department  
Attn: Stephanie Newbury  
PA Turnpike Commission  
P.O. Box 67676  
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer 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.

**I-13. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**I-14. Discussions for Clarification.** Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

**I-15. Best and Final Offers.** The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

**I-16. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**I-17. 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 Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written

statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers 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).

**I-18. Debriefing Conferences.** Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

**I-19. News Releases.** News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

**I-20. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Issuing Office will provide one cubicle for one JOC Program Consultant employee at the Commission's Central Administrative Building throughout the duration of the contract.

**I-21. Cost Submittal.** The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

**I-22. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will continue for three years with two (2) two year renewal options (2 + 2 + 2). The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

**I-23. Proposer's Representations and Authorizations.** Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.

- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer 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 Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

## **I-24. Insurance.**

### **A. General Insurance Requirements**

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Commercial General Liability Insurance, Business Auto Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), and Workers' Compensation and Employers Liability Insurance at the same limits required of Professional Service Contractor.
3. All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
  - a. The retroactive date must be on or prior to the start of work under this contract; and
  - b. The Subcontractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years – the required completed operations period.

4. The Commission, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's liability (General Liability, Automobile Liability and Umbrella Liability insurance) insurance program with respect to the liability arising out of the Contractor's work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must also state this. This coverage should be provided, along with evidence of such coverage, for a period of two years after completion of the project.
5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.
6. Insurance provided to the Commission as specified herein shall be primary and non-contributory.
7. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor's Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
8. Any deductibles or self-insured retention's of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commissions written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.
9. All insurance companies shall have an AM Best's rating of A- or better and be licensed to do business in the State of Pennsylvania.
10. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a. The Contractor and subcontractors waive all rights of recovery against the Owner and all the additional insured's for loss or damage covered by any of the insurance maintained by the contractor or subcontractor.
  - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
12. Any type of insurance or any increase in limits of liability not described above which the contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

## B. Professional Service Contractor Liability Insurance Requirements

- The Professional Service Contractor shall purchase the following insurance coverage's for the minimum limits specified below or required by law.
- **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:

\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$2,000,000 general aggregate; and  
\$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- Coverage is to be provided by the standard Commercial General Liability insurance policy (“Occurrence Form”);
- General aggregate limit applying on a per project/ location basis;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract;
- Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insured's as set forth in these Insurance Requirements).
- **Business Auto Liability** insurance with a minimum limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
  - Liability arising out of the ownership, maintenance or use of any auto;
  - Auto non-ownership and hired car coverage
  - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
- **Workers' Compensation** insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage; **employer's liability** insurance with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease; and  
\$1,000,000 policy limit for bodily injury by disease.

1. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.

- **Professional Liability:** Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.

- **Umbrella Liability or Excess Liability** insurance with minimum limits of:

\$5,000,000 per occurrence;  
\$5,000,000 aggregate for other than products/completed operations and auto liability; and  
\$5,000,000 products/completed operations aggregate.

Policy to apply excess of the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

- **C. Indemnification**

The Contractor shall protect, defend, indemnify and hold harmless the Commission, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, any Subcontractor, Sub-subcontractor(s), anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder.

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of the completed proposal cover sheet (use Appendix 1) and two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II-8 hereof; (ii) Cost Submittal, in response to Part II-9 hereof.

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

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

#### **II-1. Proposal Cover Sheet (Appendix A)**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **Job Order Contraction Program Consultant, RFP 13-40130-3490**. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

**II-2. Statement of the Problem.** State in succinct terms your understanding of the problem presented or the service required by this RFP.

**II-3. Management Summary.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

**II-4. Work Plan.** Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of personhours allocated to each task.

**II-5. Prior Experience.** Include experience in job order contracting programs/systems. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

**II-6. Personnel.** Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience relevant to the proposed tasks. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

**II-7. Training.** you will provide. Commission employees who will require training include, but are not limited to, project managers and audit personnel. Contractor employees will also require training. The total number of users – Commission and non-Commission personnel – who will require some form of training will range from seventy-five (75) to ninety-five (95). Commission-owned facilities may be used where practicable for training Commission personnel. Describe the training you recommend and your plan for accomplishing the training. Indicate the typical duration of the training, how you will deploy it at various locations throughout the state, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

**II-8. Commitment to Diversity and Inclusion.**

The Turnpike Commission 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 the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program ([www.paucp.com](http://www.paucp.com)) at the time of the submission of the proposal. The utilization of disadvantaged, minority and women-owned businesses are encouraged and will be considered a factor in the evaluation determination.

**II-9. Cost Submittal.** The information requested in this section shall constitute your cost submittal. Proposers should provide a detailed outline of the proposed fee structure or commission. **The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, and on a CD-ROM, separate from the technical submittal.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

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

**The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer 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 Proposer 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.**

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

**III-2. Technical Nonconforming Proposals.** The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

**III-3. 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. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

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.

**III-4. Evaluation Criteria.** The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Proposer Qualifications and Experience in JOC Programs
  - a. Proposer's relevant experience and expertise in JOC Program Consulting as it relates to the requirements discussed in Part IV of this RFP.
  - b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
  - c. Financial ability of the Proposer to undertake a project of this size.
  - d. Response of references.

2. Approach

- a. Understanding of the Commission's needs and scope of work.
- b. Soundness of proposed approach including, but not limited to, techniques for collecting and analyzing data, sequence and relationships of major steps, and deliverables for JOC Program Consulting as it relates to the requirements in Part IV of this RFP.
- c. Responsiveness to the Commission's desire for expeditious timeline for completion.
- d. Quality, completeness and applicability of sample deliverables provided.
- e. Responsiveness, organization, and clarity of Proposal.

3. Cost.

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission 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 Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

4. Disadvantaged, Minority and Women Business Enterprise (D/M/WBE)

This refers to the inclusion of D/M/WBE firms, as described in **Part II-8**, and the extent to which they are expected to participate in the Contract. Participation will be measured in terms of total dollars committed or percentage of total contract amount to certified D/M/WBE firms.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

**General.** The Commission is seeking proposals from qualified consultants to develop, implement, and support a systemwide Job Order Contracting (JOC) Program. The main objective of the program will be to enable the Commission to rapidly engage contractors to perform construction and construction related services for building/facilities construction and renovation and/or site-related work. The Commission procures construction services via the JOC Program in the amount of \$6 to \$12 million per year. Job orders are typically in the range of, but are not limited to, \$40,000 to \$4 million each.

#### IV-2. Requirements.

1. Program Development. The consultant shall work with the Commission's facilities, engineering, procurement, legal and other appropriate staff to develop the JOC program. Program development includes reviewing and assessing Commission's needs to determine the size of the program and, in conjunction with Commission staff, developing execution procedures that will be used to implement and administer the JOC program.

2. Document Preparation. The consultant shall provide a full and complete set of customized bid and contract JOC documents including a Commission specific Unit Price Book, Technical Specifications and the Contractual Terms and Conditions.

a. The Unit Price Book shall contain no less than 150,000 individual construction tasks along with an associated unit price. Each unit price shall include the prevailing equipment, material and labor prices within the Turnpike Commission's geographical region. The use of factors to localize prices is not acceptable. The labor prices shall include the prevailing wages and benefits determined by the Pennsylvania Department of Labor and Industry pursuant to the Pennsylvania Prevailing Wage Act of August 15, 1961, P.L. 987, as amended.

b. The Technical Specifications shall be prepared in conjunction with the Unit Price Book and, where available, Commission standards will be incorporated.

c. The contractual Terms and Conditions shall be prepared in conjunction with Commission staff and shall incorporate JOC contract language and forms with all appropriate Commission contract language and forms.

3. Procurement Support. The consultant shall be capable of providing the Commission with complete technical and marketing support during the procurement phase. Qualified staff with extensive public sector procurement experience shall provide this support. The consultant will be required to organize and conduct pre-bid meetings with the intending bidders as well as make presentations on behalf of the Commission with various business and contracting organizations.

The consultant, or any firm determined by the Commission to be related to or affiliated with the consultant, will be prohibited from bidding on the contracts.

4. Information Management System. The consultant shall provide the Commission with a comprehensive Internet based JOC information management system. This system shall be compatible with the Windows operating system for personal computers. The JOC information management system shall be capable of providing full project tracking, developing cost proposals, preparing independent Commission estimates, generating all project documentation, providing project scheduling, budgeting and cost control, and generating reports.

The consultant shall prepare, install, test, and maintain the system software. The consultant shall test / debug the software under actual field conditions prior to implementation. There shall be no limits on the number of installations of the software.

5. Training. The consultant shall provide training to ensure that the JOC program functions properly. As part of the proposal, the consultant shall include its plans to develop specialized training courses that will involve all parties utilizing and administrating the program. All aspects of the program are to be covered in the training. All training is to be "Hands On" with functional use and individual performance as the objective.

6. Technical Support. The consultant shall provide extensive follow-on technical support. Expectations include assisting the Commission with program execution, troubleshooting, implementation, updating, and continuous system monitoring. The consultant shall update, as often as required, any or all of the JOC documents including the Unit Price Book, Technical Specifications, and Contractual Terms and Conditions. Providing follow-on technical support is considered a vital component to ensuring a successful program.

**APPENDIX A – PROPOSAL COVER SHEET**  
**Pennsylvania Turnpike Commission**  
**JOB ORDER CONTRACTING PROGRAM CONSULTANT**

**RFP# 13-40130-4390**

**Enclosed in two separately sealed submittals is the technical and cost proposal for the Proposer identified below for the above referenced RFP:**

<b>Proposer Information:</b>	
Proposer Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

<b>Submittals Enclosed and Separately Sealed:</b>
---

<input type="checkbox"/> Technical Submittal	<input type="checkbox"/> Cost Submittal
<b>Signature</b>	
Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____	
Print Name	
Title	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

# **Addendum No. 1**

RFP # 13-40130-4390

## **Job Order Contracting Program Consultant**

**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. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Is job book already electronic (ie access/excel) or will that require data entry?

**The consultant shall provide the job book (unit price book) in electronic and paper formats. The consultant is responsible for all data collection and entry required to prepare and provide the job book (unit price book).**

2. Assuming web based application, what technology C#, Java?

**The JOC information management system shall be compatible and accessible with Internet Explorer 8 on Windows operating systems.**

3. Does the PTC have any of the JOC requirements in some form of application or spreadsheet today?

**The PTC has general and special provisions in Word format. The information management system, including the unit price book, is a web-based application.**

4. Can we get a copy of the JOC unit price book?

**This would be determined by the PTC Legal Department and would require a right-to-know request, which can be submitted online from the PTC website at [www.paturnpike.com](http://www.paturnpike.com)**

5. What does the PTC mean by project tracking?

**Track job order progress including dates for project identification, joint scope meeting, RFP issuance, proposal due, proposal received, proposal accepted, job order issued, construction start, and construction end. The information management system must also track\record estimate amounts, job order amounts, and supplemental job order amounts.**

All other terms, conditions and requirements of the original RFP dated August 30, 2013 remain unchanged unless modified by this Addendum.