

**REQUEST FOR PROPOSALS FOR**

**Application Development Work Order Services**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission**

**Office of Executive Operations, Information Technology Department**

**RFP NUMBER 15-10340-5159**

**DATE OF ISSUANCE**

**April 7, 2015**

# REQUEST FOR PROPOSALS FOR

15-10340-5159

## Application Development Work Order Services

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** The Pennsylvania Turnpike Commission (Commission) is issuing this Request for Proposal (RFP) to procure application development, support, and maintenance services. The multi-award master contracts resulting from this RFP will provide the Commission with the flexibility to obtain project-based and time and materials-based IT resources quickly and efficiently to complete application development, support, and maintenance services. This RFP provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Commission to satisfy a need for the Application Development Work Order Services initiative.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Information Technology 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.

The Commission reserves the right, on its own discretion, to procure information technology services outside of the contracts resulting from this procurement. In this case, the Commission will issue a separate and distinct RFP or RFQ.<sup>1</sup>

**I-4. Problem Statement.** The Commission is soliciting proposals from information technology firms that are able to provide the Commission with work order and time and materials based application development, support, and maintenance services as specified by the Commission's Chief Information Officer. Additional details are provided in Part IV.

**I-5. Type of Contract.** It is proposed that if contract(s) are entered into as a result of this RFP, it will be on an open-end contract basis containing the Standard Agreement, Contractor Integrity Provisions, Insurance Requirements, and Diverse Business Requirements (see **Appendices B, C, D, and I**) with work being subsequently assigned through a work order request for proposal process. The Commission may in its sole discretion undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project. The Commission intends to award up to five contracts as a result of this RFP; however, please note that a contract award as a result of this RFP does not guarantee or provide assurances that an awarded firm will be assigned any specific, minimum number or specific monetary amount of application development, support, and maintenance services work orders or time and materials engagements during the contract duration.

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<sup>1</sup> The eligibility for the proposers, under the master contracts resulting from this RFP, to compete for a specific WORFP will be assessed on an individual basis and will be based upon the level of input the proposer may have had in defining the requirements for the work involved, and /or any opportunity the proposer has had which might provide a competitive advantage not available to other proposers.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request.

**I-7. Subcontracting.** Proposers may choose to include subcontractors within their approach to the administration of the resulting master contracts. In either case, the following provisions apply:

- The Proposer will remain accountable for all aspects of the resulting contract.
- 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(s) for the administration of the resulting master contracts, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

Inclusion of subcontractors for future work order requests must be identified in accordance with requirements defined in Part IV-3 of this RFP.

**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 15-10340-5159 Application Development Work Order Services** in the Subject Line to be received no later than **2:00 PM local time on Wednesday, April 22, 2015**. 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 (10) 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 for monitoring 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: Wanda Metzger, on or before **2:00 PM local time on Wednesday, May 20, 2015**. 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 four (4) hard copies of the Technical Submittal, two (2) hard copies of the Diverse Business (DB) participation submittal, and four (4) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two (2) complete and exact copy of the entire proposal (Technical, Cost and DB submittals, 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 calendar 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: Wanda Metzger  
PA Turnpike Commission  
700 South Eisenhower Blvd.  
Middletown, PA 17057

US Mail Delivery Address:  
Contracts Administration Department  
Attn: Wanda Metzger  
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 Commission’s Chief Information Officer (CIO) will serve as project executive for this effort. Commission project managers, designated by the CIO, will coordinate the activities for the awarded master contracts and will address related issues as necessary. The CIO will have final approval authority for the deliverables produced as a result of future Work Order Request for Proposals (WORFP).

The Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission.

**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 Commission intends that contract(s) awarded as a result of this RFP will be for a term of two (2) years with three (3) one year renewal options, with the total of all contracts to not exceed \$15,000,000.00.

- The Commission shall fix the Effective Date for each contract after it has been fully executed by the selected Contractor and by the Commission and after all approvals required by Commission contracting procedures have been obtained.
- Each contract will also include an end date for the original term of the contract. This date will be the same for all contracts as a result of this RFP and will be determined by adding two years to the effective date of the first fully executed contract.

**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 rate(s) in 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. Indemnification.** The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission's premises, and for breach of the Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by the Agreement. 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 Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

**I-25. Insurance.** Proposer will comply with the Insurance requirements as described in **Appendix D – Insurance Specification.**

**I-26. Diverse Business (DB) Requirements.** Proposer will comply with the DB Requirements as described in **Appendix I – Diverse Business (DB) Requirements.**

## **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 shall be kept separate from and not included in the Technical Submittal. All cost data relating to this proposal and all Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-2;**
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II-3;** and
3. Cost Submittal, in response to RFP **Part II, Section II-4.**

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to ensure 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. Technical Submittal.**

##### **A. Proposal Cover Sheet (See 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: **Application Development Work Order Services, RFP 15-10340-5159. Appendix A** must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. 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, location of company headquarters.

##### **B. Table of Contents**

Include a clear identification of the material by section and by page number.

##### **C. Executive Summary (Limited to two pages, single-sided)**

Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal.

**D. Firm Overview** (Limited to four pages, single-sided)

Provide a brief history and description of your firm's business organization and its application development, support, and maintenance service expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number and types of consultants or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

If you propose to subcontract any portion of the work described in your response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of your proposal.

**E. Personnel** (Limited to 2 pages, single-sided, not including **Appendix E**)

Identify the primary person(s) who will be responsible for managing the Firm's relationship with the Commission if the Firm is awarded a contract.

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the key personnel who would perform the services as described in Section IV of this RFP. This should include any staff members who will be assigned to manage contract if awarded, as well as a representative sample of project managers, SAP administrators, and subject matter experts (SMEs), who may be assigned to work orders.

Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations and/or certifications. Resumes should be included as part of **Appendix E** of the technical submittal of the Proposer's response.

**F. Relevant Experience and Expertise** (Limited to four pages, single-sided)

Provide a narrative statement regarding your service capabilities and experience as related to Part IV of this RFP. For reference purposes, **Appendix F** provides sample application development, support, and maintenance project category descriptions. (Please note that these are provided as representative samples only. It is both possible and probable that the Commission will require additional position and application development support types over the course of the contract.)

Include the following:

- A statement regarding your understanding of the requirements and your ability to provide applicable services in accordance with the same.
- A description of your firm's experience in providing similar services to other clients, especially other governmental entities and / or similar public / private sector transportation organizations. Include the same information for any subcontractor firms included in your proposal. Describe the business practices that enable you to complete these tasks in an efficient, timely, high quality and expeditious manner.
- List all clients for which your firm has performed work similar to that described in Part IV within the past three years. Although it is not required at this time, the Commission may request Proposers to provide specific reference data at a later date.

If applicable, include a statement regarding any other related specialized services your firm may offer.

## G. Approach

In the body of the Technical Proposal, include the following regarding your proposed *technical approach* to the requirements identified in section IV-3:

- A description of your firm’s standard approach / methodology for planning and managing application development, support, and maintenance projects of three to twelve months duration.
- A description of deviations from your standard approach, if any, that you are proposing for this specific initiative. Explain your rationale for any changes.
- A description of the process your firm will employ if awarded a work order. Identify features of that approach which will allow your firm to act expeditiously. Expand upon your firm’s access to personnel and other critical resources. Explain how you will staff work orders if your firm does not employ staff with all of the skill sets necessitated by the work order.
- A work plan, including tasks, dependencies, durations, and deliverables covering planning, preparation, recruitment, WORFP response, and roll-out activities. Specifically identify the length of time you will require between a “notification to proceed” and the start of WORFP activities.
- A completed copy of **Appendix E – Proposer Project Experience**. (Please note that **Appendix E** contains a representative sample of work order categories. It is both possible and probable that the Commission will require additional application development, support, and maintenance categories over the course of the contract.)

Following your description of your technical approach, in the body of Technical Proposal, include a description of your *management approach*, including the following:

- Your view of the critical success factors related to the management of the proposed services.
- Explain how you will verify that the critical success factors are being achieved.
- Your proposed approach to keeping Commission management informed of progress and relevant events.

Included as supporting information with the technical submittal, provide a sample program/project status report.

**II-2. Objections and Additions to Standard Contract Terms and Conditions.** The proposer will identify which, if any, of the terms and conditions (contained in **Appendix B**) it would like to negotiate and what additional terms and conditions the proposer would like to add to the standard contract terms and conditions. The Proposer’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office’s sole discretion, would be in the best interest of the Commission. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Proposer shall not request changes to the other provisions of the RFP, nor shall the Proposer request to completely substitute its own terms and conditions for **Appendix B**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Proposer’s, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Proposer must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix B**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix B or to other provisions of the RFP as specifically identified above**.

**II-3. Diverse Business (DB) Requirements (Appendix I).** The Commission’s Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix I. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs is encouraged and will be considered as criteria in the evaluation of proposals and may be considered as a factor in the Commission’s selection of a firm for this contract.

The proposer must include in its DB participation submittal that it meets the requirements set forth in the Commission’s DB Requirements - Appendix I. In particular, the proposer shall address the section of the DB Requirements labeled, “Actions Required by Proposer during the procurement/consultant selection phase.” In addition, although no specific assignment is requested to be priced with your proposal, provide information that identifies commitment to DB firms and their roles you anticipate for potential assignments.

**II-4. Cost Submittal.**

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A CD-ROM OR FLASH DRIVE IN MICROSOFT OFFICE® OR MICROSOFT OFFICE-COMPATIBLE FORMAT, 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, Questions and Answers 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.

Proposers must complete **Appendix G**.

- Proposers must provide a rate range for each position identified in **Appendix G**. The rate card should depict the maximum fully loaded rates the Proposer would typically charge for each position<sup>2</sup>.
- Financial commitment for DBs should be identified and should be expressed in terms of the percentage of revenue the Proposer agrees to commit to DB firms included on its team.
- Invoices should be submitted monthly for those months in which activities are performed in relation to a work order. Each WORFP will identify whether costs will be paid on a time and materials or on a receipt of deliverables basis.

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<sup>2</sup> Rates are requested for informational purposes only. Proposers will be required to submit staff information, including proposed hours and rates, in response to specific WORFPs.

The Proposer shall only perform work on the 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 Proposers, authorizing the work to begin on a date which is on or after the Effective Date. The 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 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 the 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 firms or the firms whose proposals are 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, the firm's Pennsylvania presence or utilization of Pennsylvania-based employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will be made to up to five Proposers 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. Overall**

- a. Responsiveness, organization and clarity of the Technical Proposal.
- b. Ability to provide the specialized expertise and experience.
- c. Demonstrated ability of the Proposer to undertake an initiative of this size.
- d. Response of references if the Commission elects to solicit them.

##### **2. Assigned Personnel**

Qualifications and experience of the professional staff assigned to interface with the Commission and manage the initiative for the Proposer.

**3. Diverse Business (DB) Requirements.** This refers to the inclusion of DB firms, as described in Part II-3. Participation may be measured in terms of total dollars committed or percentage of total contract amount to DB firms.

**4. Cost**

This will not likely be the deciding factor in the selection process. The Commission will benchmark against industry standards the rates provided as part of the cost proposal. The Commission reserves the right to select proposals based upon all the factors listed above, and will not necessarily choose the firm offering the best rates. The Commission will select the firms with the proposals that best meet its needs, at the sole discretion of the Commission.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

**General.** The objective of this procurement is to provide the Commission with a flexible and timely means of procuring application development, support, and maintenance fixed price and time and material based services.

**Specific.** Critical components of this general objective include:

- Ability to obtain application development, support, and maintenance fixed price and time and materials based services from a group of prequalified proposers with the requisite experience and capacity.

**IV-2. Nature and Scope.** The Commission intends to select up to five qualified companies to provide application development, support, and maintenance services under the direction of the Commission's Information Technology Department. Services will be requested through a work order.

The work orders will cover a variety of application development, support, and maintenance projects supported by the Information Technology Department. Work Order Project Categories may include but are not limited to those defined in **Appendix F – Sample Work Order Project Category Descriptions**.

Staffing and technology firms selected through this RFP will provide application services as specified by the Commission's Chief Information Officer and requested via a Work Order Request For Proposal (WORFP).

WORFPs will specify the objectives, scope deliverables, and service level agreements for the requested service. Within ten business days of the receipt of a WORFP, awarded proposers interested in competing for the WORFP engagement will submit a proposed cost estimate and project plan which will include expected individual and total resource hours and costs, other direct costs, timeline, and schedule of milestones and deliverables. A sample template which may be used for response is included in **Appendix H – SAMPLE WORFP Response Template**.

The Commission solicitation and evaluation method for WORFPs is dependent upon the estimated dollar value of the WORFP, as follows:

- **Tier 1 – Work orders estimated to cost \$250,000 or less:**
  - Solicitation: The Commission may send the WORFP directly to any awarded Proposer to submit a proposal and cost quotation.
  - Evaluation: The Commission will work collaboratively with the Proposer to develop an agreed upon Statement of Work.
  - Restrictions: No renewals, extensions, or change orders which result in an individual work order exceeding \$250,000 will be allowed.

- **Tier 2 – Work orders estimated to cost \$250,001 or more:**
  - Solicitation: The Commission must send the WORFP to all awarded Proposers.
  - Evaluation: The Commission will consider the firm’s previous experience, the technical merit of the firm’s response to the WORFP as well as the proposed total cost of each response provided. The Commission may choose to meet with proposing firms to discuss responses prior to awarding the work order. The Commission reserves the right to include additional evaluation criteria to individual WORFPs.
  - Restrictions: No renewals or change orders which result in the total of the work order exceeding 110% of its original proposed cost will be allowed.

**IV-3. Requirements.** Project activities and deliverables are expected to be performed in accordance with Commission standards and relevant accepted industry best practices.

- a. Awarded Proposers shall respond to WORFPs within ten business days (unless otherwise noted by the Commission in the WORFP) and either submit a proposal or decline the request.
- b. Awarded Proposers shall respond to WORFPs in the format defined by the Commission in **Appendix F** or in a comparable format including all required data.
- c. WORFP responses shall be limited to the length defined within the individual WORFP.
- d. WORFP responses shall include and define the Proposer’s:
  - i. Understanding of the intent of the work order;
  - ii. Prior experience related to the work to be performed;
  - iii. Proposed personnel to assign to the work order;
  - iv. Task plan; and
  - v. Costs, including hourly rates and amount of hours proposed, fixed deliverable costs (as applicable), and overall project costs.
- e. WORFP responses shall include client references upon request by the Commission.
- f. Awarded Proposers shall submit all work products to the Commission Chief Information Officer or designee for review and approval.
- g. The awarded Proposers will comply with Commission technical standards.
- h. Awarded Proposers will manage a process for planning, staffing, and deploying project teams to address work orders issued by the Commission.
- i. Awarded Proposers are responsible for conducting and maintaining current criminal background checks for proposed and active work order project team members.
- j. Awarded Proposers will submit monthly invoices for those months in which activities are performed in relation to a work order.
  - i. Monthly invoices for time and materials engagements shall include hours worked by each individual resource during the billing period as well as all applicable materials charges.
  - ii. Monthly invoices for fixed price deliverables based engagements shall include deliverables completed and approved by a Commission designee during the billing period.
- k. Awarded Proposers shall fully cooperate with Commission employees and other contractors with whom the Commission may undertake or award other contracts for additional or related work. Awarded proposers shall coordinate Services with such additional work as may be required. Awarded Proposers shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commission employees.

- l. Awarded Proposers shall not publish any of the results of awarded work efforts without the written permission of the Commission. The publication shall include the following statement: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Pennsylvania Turnpike Commission.” The Awarded Proposer shall not include in the documentation any copyrighted matter, unless the Proposer provides the Commission with written permission of the copyright owner.
- m. The Commission shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commission as part of the performance of awarded work efforts.
- n. Whenever the Awarded Proposer(s) encounters any difficulty that delays or threatens to delay the timely performance of awarded work (including actual or potential labor disputes), the Awarded Proposer(s) shall promptly give notice thereof in writing to the Commission stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commission of any rights or remedies to which it is entitled by law or pursuant to provisions of the Contract resulting from this RFP. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

**IV-4. Tasks.** This section describes what the awarded Proposers are expected to do and what they are expected to produce. The task descriptions in this section are intended to provide an overview of the work to be performed.

The awarded Proposers will be given the opportunity to provide abbreviated proposals for specific work orders. The Commission will issue WORFPs which will describe the work order’s scope and objectives as well as required services and deliverables to be provided by the selected Proposer.

Because the specific scope and nature of individual work order based projects will vary by request, tasks specific to the engagement will be included and defined by the Commission within the WORFP.

**IV-5. Inspection and Acceptance.** This section describes the process by which Deliverables will be inspected and accepted.

- a. Acceptance of Developed Materials for awarded work will occur in accordance with the Deliverable Approval Plan submitted by the Awarded Proposer(s) and approved by the Commission. Upon approval of the plan by the Commission, the Deliverable Approval Plan becomes part of the Contract(s) resulting from this RFP. The Deliverable Approval Plan must include an Acceptance Test Plan, inclusive of a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of the awarded work. The Awarded Proposer(s) shall notify the Commission when the deliverable is completed and ready for acceptance testing. The Commission will not unreasonably delay commencement of acceptance testing.
  - (1) For Projects that require software integration at the end of the awarded work, as set out in the individual WORFP, the Commission’s acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.

- (2) For Projects that do not require software integration at the end of the awarded work as set out in the individual WORFP, the Commission's acceptance of a deliverable or milestone shall be complete and final.
- b. Awarded Proposer(s) shall certify, in writing, to the Commission when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commission, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10<sup>th</sup> business day for interim milestones or 30<sup>th</sup> business day for the final milestone, following receipt by the Commission of Awarded Proposer's certification of completion of a particular milestone, the Commission shall, subject to Section -5. (a) either: (1) provide the Awarded Proposer with Commission's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Awarded Proposer, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
  - c. If the Commission fails to notify the Awarded Proposer in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
  - d. If the Developed Materials do not meet an accessibility standard, the Awarded Proposer must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commission may either waive the requirement as not applicable to the Commission's business requirements or require that the Awarded Proposer provide an acceptable alternative. Any Commission waiver of the requirement must be in writing.
  - e. Upon the Awarded Proposer's receipt of the Commission's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Awarded Proposer shall have fifteen (15) business days, or such other time as the Commission and Awarded Proposer may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commission, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commission shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commission shall provide the Awarded Proposer with its acceptance of the Developed Materials in the completed milestone.
  - f. If, in the opinion of the Commission, the corrected Developed Materials still contain material failures, the Commission may either:
    - (1) Repeat the procedure set forth above; or
    - (2) Proceed with its rights to terminate with 30 days written notice.

**IV-6. Reports and Project Control.** The Awarded Proposers will be expected to provide the following project control reports and documentation.

- Status Report. A monthly progress report covering activities, problems, and recommendations for any in-progress work orders.
- Quarterly Contract Report. A quarterly report identifying the current projects, project costs to date, total project estimate, and DB spend. This report is due within 10 business days of the end of each fiscal year quarter.
- Monthly Status Report. A monthly progress report identifying active engagements, work categories, associated staffing categories, total and remaining deliverables and/or working hours for active engagements, issues, and recommendations for any current staffing placements or in-progress work orders.
- Annual Report. An annual report due within 30 days of the Commission Fiscal Year End (May 31 of each year) which indicates the total number RFR responses, total number of awards, and total invoices submitted for the fiscal year.

**APPENDIX A – PROPOSAL COVER SHEET  
 Pennsylvania Turnpike Commission  
 Application Development Work Order Services**

**RFP# 15-10340 -5159**

**Enclosed in three separately sealed submittals is the 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"/> Diverse Business Participation 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.**

## AGREEMENT

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the **Pennsylvania Turnpike Commission** (“**COMMISSION**”), an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

## AND

**(name of contractor)** (“**CONTRACTOR**”), a **(state)** corporation, with its principal office at **(address)**.

## WITNESSETH:

**WHEREAS**, the **COMMISSION** desires to satisfy a need for the **(name of solicitation)**;

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

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

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

### Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in **(solicitation identification, i.e. RFP number)** dated **(date of solicitation)**, titled **(Title of solicitation)** and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

### Commission’s Responsibilities

**(As defined in Section I of the RFP, “Commission Participation”)**

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

### Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid a not-to-exceed amount of **(agreement dollar value)**.

The **CONTRACTOR** agrees that the **COMMISSION** may set off the amount of any state tax liability or other obligation of the **CONTRACTOR** or its subsidiaries to the Commonwealth against any payments due the **CONTRACTOR** under any contract with the **COMMISSION**.

Duration of Agreement

The term of this Agreement shall be for a period of **(agreement term)** and shall commence on the Effective Date as defined below.

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained. Each contract will also include an end date for the original term of the contract. This date will be the same for all contracts as a result of this RFP and will be determined by adding **(agreement term)** to the effective date of the first fully executed contract.

This Agreement will not terminate until the **COMMISSION** accepts all work as complete and tenders final payment to the **CONTRACTOR**.

Termination

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

Insurance

The **CONTRACTOR**, prior to execution of this Agreement, shall furnish to the **COMMISSION** the certificates of insurances as required in attached **Exhibit “X”** and made a part of this Agreement.

Diverse Business (DB) Requirements

The **CONTRACTOR** agrees to comply with the requirements set forth in the **COMMISSION’S** DB Requirements - **Exhibit X**, attached and made part of this Agreement. In particular, the **CONTRACTOR** agrees to comply with section (d) Consultant Requirements During Performance of Services.

Assignment and Delegation

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

Governing Law

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

Observance of Laws

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

Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, all Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written, recorded, photographic, or visual materials, trademarks, service marks, copyrights or other Deliverables produced by **CONTRACTOR** or any supplier in the performance of this Agreement shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**.

The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR**'s previously developed software for services provided under this Agreement.

The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other rights and obligations. In addition, the **CONTRACTOR** will mark all Turnpike content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)".

Virus, Malicious, Mischievous or Destructive Programming

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commission's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commission, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commission for the actual reasonable cost to remove the Virus and restore the Commission's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commission in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commission has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commission for loss of the Commission's data arising from the failure of the licensed products to conform to the warranty stated above.

Liquidated Damages

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commission's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commission and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section "Liquidated Damages" and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The Commission and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (0.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in "Liquidated Damages - (c)" above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commission, at no additional expense and at its option, may either:
  - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commission as a result of this Contract shall be given to the Commission, and the Commission shall be entitled to its remedies under "Termination"; or
  - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commission or until the Commission terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commission by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commission, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.

- (f) To the extent that the delay is caused by the Commission, no liquidated damages will be applied.
- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

#### Audit/Retention of Records

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

#### Dispute Resolution

All questions or disputes regarding any matter involving this Agreement or its breach shall be referred to the Board of Claims of the Commonwealth of Pennsylvania pursuant to 62 Pa.C.S.A. § 1701 *et seq.* If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 Pa.C.S.A. § 7301 *et seq.* (Statutory Arbitration).

The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

#### Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence

or other tortious acts, errors, and omissions of **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**'s premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. 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 Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

#### Contractor Provisions

*(As defined in Appendix C of the RFP, "Contractor Integrity Provisions")*

The Contractor Integrity Provisions are attached as **Exhibit X** and made a part of this Agreement.

#### Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information.

2. With respect to its employees, **CONTRACTOR** agrees

- a) to require all of its employees to maintain confidentiality;
- b) to prosecute its employees, officers, and subcontractors for any and all violations of this Agreement;
- c) to keep such agreements in full force and effect;
- d) to obtain from the **COMMISSION** its approval, which shall not be unreasonably withheld, of the terms of such agreements; and
- e) to permit the **COMMISSION** to inspect such agreements and other documents for compliance with these requirements.

3. With respect to any subcontractors that **CONTRACTOR** wishes to employ to perform any of its obligations under any agreement with the **COMMISSION**, **CONTRACTOR** agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such **CONTRACTOR** and its employees to comply with all the requirements set

forth above.

4. **CONTRACTOR** agrees that any breach of these Confidentiality Provisions may result in civil and/or criminal penalties, for **CONTRACTOR**, its officers and employees, and subcontractors.

5. Notwithstanding any other provision to the contrary, **CONTRACTOR** agrees that these provisions shall survive the termination of this and any and all agreements between the **CONTRACTOR** and the **COMMISSION**.

6. **CONTRACTOR** agrees to treat the information in the same way **CONTRACTOR** treats its own most confidential information and to inform each such person of these provisions.

7. **CONTRACTOR** 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.

8. **CONTRACTOR** shall return to the **COMMISSION** upon demand any and all Confidential Information entrusted to it by the **COMMISSION** pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto or incorporating the Confidential Information) or the **CONTRACTOR** may request permission from the **COMMISSION**, which permission may be granted or denied in the **COMMISSION**'s sole discretion, to destroy all such Confidential Information and provide a certificate of destruction to the **COMMISSION** signed by the **CONTRACTOR**. The **CONTRACTOR** further agrees that neither itself nor its employees or representatives will copy, in whole or in part, any such Confidential Information without the prior written consent of the **COMMISSION**.

9. **CONTRACTOR** agrees that if they have had or will have an SSAE16 audit that they will comply with and abide by the findings of such audit to protect **COMMISSION** information.

#### Entire Agreement

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

#### Modification

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

**[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the Pennsylvania Turnpike Commission and **(Contractor Name)** have executed this Agreement by their duly authorized officers on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

_____	_____	_____	_____
Ann Louise Edmunds	Date	Sean Logan	Date
Assistant Secretary-Treasurer		Chairman	

APPROVED AS TO FORM AND LEGALITY:

_____	_____	_____	_____
Albert C. Peters II	Date	David Stover	Date
General Litigation & Contracts Counsel		Chief Deputy Attorney General	

ATTEST: **(Contractor Name)**

Signature_____	_____	Signature_____	_____
	Date		Date

Name_____	Name_____
-----------	-----------

Title_____	Title_____
------------	------------

Federal Tax ID No. \_\_\_\_\_

## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Pennsylvania Turnpike Commission (“Commission”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commission contracting and procurement process.

**I. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commission, and **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. **“Financial Interest”** means either:
  - i. Ownership of more than a five percent interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. **“Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See *Commission Policy 3.10, Code of Conduct*.
- f. **“Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

**II.** In furtherance of this policy, Contractor agrees to the following:

- 1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.
- 2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; *Commission Policy 3.10, Code of Conduct* or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-

bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, *Commission Policy 3.10, Code of Conduct*, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.
10. For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

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Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Professional Service Contractor will provide and maintain the following minimum levels of insurance at Professional Service Contractor's own expense. The cost of the required insurance shall be included in the Professional Service Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. The term Professional Service Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Professional Service Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. If found to be non-compliant, the Pennsylvania Turnpike Commission (the "Commission") may purchase the required insurance coverage(s) and the cost will be borne by the Professional Service Contractor through direct payment/reimbursement to the Commission or the Commission may withhold payment to the Professional Service Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Professional Service Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Professional Service Contractor. If Professional Service Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Professional Service Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
  - i. The retroactive date must be on or prior to the start of work under this contract; and
  - ii. The Professional Service Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Professional Service Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Professional Service Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

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In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Professional Service Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Professional Service Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Professional Service Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the Commission.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Professional Service Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Commission with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) The Commission, (including the Commission's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The Commission reserves the right to require Professional Service Contractor to name other parties as additional insureds as required by the Commission.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

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- g) Waiver of Rights of Subrogation: Professional Service Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Professional Service Contractor.
- h) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Professional Service Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Professional Service Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Professional Service Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Professional Service Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Professional Service Contractor arising in the course of operations under the contract. The Professional Service Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

**REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

- 1. **Workers' Compensation and Employer's Liability:**  
Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:
  - a) Workers' Compensation Coverage: Statutory Requirements
  - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
  - c) USL&H, and FELA Coverage, if applicable.
  - d) Includes sole proprietorships and officers of corporation who will be performing the work.
  - e) Where applicable, if the Professional Service Contractor is lending or leasing its employees to the Commission for the work under this contract (e.g. crane rental with operator), it is the Professional Service Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

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2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:
  - (1) General Aggregate: \$2,000,000
  - (2) Products/Completed Operations Aggregate: \$2,000,000
  - (3) Each Occurrence: \$1,000,000
  - (4) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) No sexual abuse or molestation exclusion.
- e) No amendment to the definition of an "Insured Contract".

3. **Automobile Liability:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
- b) Per Accident Combined Single Limit \$1,000,000
- c) For Professional Service Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. **Commercial Umbrella Liability:**

- a) Policy(ies) to apply on a Following Form Basis of the following:
  - (1) Commercial General Liability,
  - (2) Automobile Liability, and
  - (3) Employers Liability Coverage.
- b) Minimum Limits of Liability
  - Occurrence Limit: \$5,000,000
  - Aggregate Limit (where applicable): \$5,000,000

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5. **Professional Liability Insurance:**

- a) Minimum Limits of Liability  
Per Claim Limit: \$5,000,000  
Aggregate Limit: \$5,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.
- c) Coverage shall be extended to cover "Green Building", if applicable.

6. **Crime Insurance:**

- a) Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
- b) The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
- c) Coverage may be provided in the form of a Financial Institution Bond.
- d) Minimum Limits of Liability:  
Per Occurrence: \$1,000,000

7. **Privacy Liability:**

- a) Professional Service Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information that may arise from their work with this contract.
- b) Minimum Limits of Liability:  
Per Claim: \$1,000,000  
Aggregate: \$1,000,000
- c) Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

8. **Owned, Leased, Rented or Borrowed Equipment:**

- a) Professional Service Contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc. for the full replacement cost of the equipment.
- b) Coverage to be provided on an Agreed Amount Basis with no Coinsurance
- c) Coverage to be provided on an All Risk basis.

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9. **Property Coverage:**

- a) Professional Service Contractor shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site), and in transit.
- b) Professional Service Contractor must determine if the Builder's Risk policy, if in place for this project, is adequate to protect the interest of the Professional Service Contractor.
- c) Valuable Papers coverage is to be included with a minimum \$500,000 Limit.

**Appendix E – Proposer Project Experience**

**Pennsylvania Turnpike Commission  
Application Development Work Order Services  
RFP#15-10340-5159**

**Appendix E** must be included in the Approach Section of the Technical Proposal. (Definitions for the subject areas and categories are available in **Appendix F**.)

For each project area, identify at least one client for which your team (your company as the prime or one of your subcontractors if appropriate) has provided similar services in the past five years. For each item:

- Provide the start and end dates of the service.
- Identify that the service was provided by the prime firm on your proposal by placing a mark in the column labeled “Prime”.
- Identify that the service was provided by a subcontractor included in the proposal by providing the name of the subcontractor firm in the column labeled “Subcontractor”.

Subject Area	Category	Client Name	Service Start Date	Service End Date	Indicate Role	
					Prime	Sub
Software Development/ Support	Dynamics					
	.NET					
	Java EE					
	Web (general)					
	Managed Application Support					
	ServiceNow					
	Legacy Support					
Systems Integration	OTS (general)					
	SAP ERP					
	OnBase					
Subject Matter Expertise						

## Appendix F – Sample Application Development and Support Work Order Category Descriptions

### Pennsylvania Turnpike Commission Application Development Work Order Services RFP# 15-10340-5159

**Appendix F** includes a brief description of representative application development, support, and maintenance project areas for which the Commission may require work order based application services. This is not intended to be an all-inclusive list. It is both possible and probable that additional application types will be required over the duration of the contract. Brief descriptions of the types of services which may be required are provided below.

#### **Software Development / Support**

Development of a software product which encompasses a planned and structured life-cycle process from the conception of the desired software to its final manifestation, periodic subsequent enhancement, and ongoing maintenance.

- **Dynamics / .NET / Java EE**– developing new and supporting existing Dynamics, .NET, or Java EE / Eclipse based business applications.
- **Web** – developing secure and accessible web solutions such for platforms other than Dynamics, .NET, or Java EE.
- **ServiceNow** – developing new and supporting existing ServiceNow configurations and business applications
- **Managed Application Support** – assuming responsibility for the management and delivery of application support in an outsourcing capacity.
- **Legacy** – supporting the Commission’s existing inventory of applications.

#### **Systems Integration**

Management and delivery of processes to bring together new and / or existing discrete systems utilizing a variety of techniques such as computer networking, enterprise application integration, business process, cloud integration management or programming.

- **OTS** – including the specification of requirements (standard features and modifications) and product selection, customization, integration and implementation of off-the-shelf software.
- **SAP ERP** – including BASIS administration; SAP enterprise systems development and support; Business Intelligence / Business Warehouse development, enhancement and support; and analysis and design / redesign of the Finance, Human Capital Management, Logistics, Systems / Investment Management and Treasury modules.
- **OnBase Document management System** – an interface between the PTC GIS environments/applications and PTC’s OnBase ECM/document management system will be implemented to allow selection of OnBase documents for display to the user using an interactive map.

#### **Subject Matter Expertise**

Support in various specific, directed areas of application development, support, and maintenance skilled areas. Areas may include but are not limited to Enterprise Content Management, Geographic Information Systems, ITIL Frameworks, Data Storage, Archiving and Discovery, Master Data Management, Business Intelligence and Data Analytics, and Data Warehousing.

**APPENDIX G – Work Order Resource Rate Charges**

**Pennsylvania Turnpike Commission  
Application Development Work Order Services  
RFP# 15-10340-5159**

**Appendix G** must include a typical range of fully loaded hourly rates your firm would expect to charge for each of the sample position titles listed.

- This data is requested for evaluation purposes only. Awarded Suppliers will be required to provide specific rates in response to individual work order requests for proposals (WORFP).
- This is not intended to be an all-inclusive list. It is both possible and probable that additional position types will be required to perform work order based application services over the duration of the contract.
- Low end rates should reflect a rate for a competent professional with two to five years of experience. High end rates should reflect the rate for a senior professional who has more than five years of experience and is capable of working in a lead capacity.
- Use the space below the rate card to describe your firm’s DB commitments in conjunction with your proposal.
- The Not to Exceed rate listed below will become part of the resulting contract for awarded suppliers.

Position Title	Fully Loaded Range	
	Low End	Not to Exceed
Project Manager	\$	\$
Business Analyst	\$	\$
Technical Writer	\$	\$
Database Analyst	\$	\$
Solution Architect	\$	\$
Application Architect	\$	\$
UI/UX Designer	\$	\$
Application Analyst / Developer	\$	\$
Security Architect	\$	\$
SAP Administrator	\$	\$
SAP Business Analyst / Subject Matter Expert	\$	\$
SAP Business Intelligence Analyst / Subject Matter Expert	\$	\$
SAP Enterprise Development Analyst / Subject Matter Expert	\$	\$
SAP Security Analyst	\$	\$
Data Architect	\$	\$
Enterprise Content Management Specialist	\$	\$
Subject Matter Expert	\$	\$

**Describe your firm’s DB commitments for this proposal:**

## **Appendix H – SAMPLE WORFP Response Template**

**Pennsylvania Turnpike Commission  
Application Development Work Order Services  
RFP# 15-10340-5159**

*This template includes the data requested for inclusion in WORFP responses. Use of the template is not required but responses must include all identified data.*

- A. Firm information
- B. Title/ID of request
- C. Description of approach, including a requirements traceability matrix
- D. Subcontractors, including what work will be performed and the percentage of work to be provided by a subcontractor
- E. Individual and Total resource hours and costs
- F. Other direct costs
- G. Timeline
- H. Schedule of milestones and deliverables

## APPENDIX I - DIVERSE BUSINESS (DB) REQUIREMENTS

### Pennsylvania Turnpike Commission Application Development Work Order Services RFP# 15-10340-5159

**Diverse Business Participation.** The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

**Minimum Participation Level (MPL).** The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

**(a) General Requirements.** Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

**(b) Definitions.** The following definitions apply to terms used in this specification:

**1. Disadvantaged Business** – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

**2. Diverse Business** – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

**3. Minority-owned Business** – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

**4. Professional Services** – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

**5. Pro Forma Effort**-The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

**6. Service-Disabled Veteran-Owned Small Business** – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

**7. Subconsultant**- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

**8. Third-party Certifying Organization** – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women’s Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

**9. Veteran-owned Small Business** –A small business owned and controlled by a veteran or veterans.

**10. Women-Owned Business** – A business owned and controlled by a majority of individuals who are women.

**(c) Actions Required by Proposer during the procurement/consultant selection phase**

**1. Submission Requirements – Consultant Responsiveness.**

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant’s proposal demonstrates the consultant’s inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the

agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

**2. Good Faith Effort Requirements:** The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

**3. Actions Taken by the Commission.** As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

**(d) Consultant Requirements During Performance of Services.**

**1. Replacement of a DB Subconsultant.** Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

**2. Records.** Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

**2.a.** The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

**2.b.** The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

**2.c.** Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

**3. Reports.** Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

**3.a** The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

**3.b** The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

**3.c** Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

**4. Subconsultant Contracts**

**4.a.** Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

**4.b.** Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

**4.c.** Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

**5. Payments to DB Subconsultants.** Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

**(e) Actions to be Taken by Commission After Performance of Services.** Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.

## **Addendum No. 1**

RFP # 15-10340-5159

Application Development Work Order Services

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

### REVISION

1. The response date referenced in Part I-11 of the RFP has been extended and revised as follows:  
I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before 2:00 PM local time on ~~Wednesday, May 20, 2015~~ **Monday, June 8, 2015.**

All questions submitted in response to the above referenced RFP as of April 22, 2015, will be answered on a separate Addendum that will be posted at a later date.

All other terms, conditions and requirements of the original RFP dated April 7, 2015 remain unchanged unless modified by this Addendum.

## **Addendum No. 2**

RFP # 15-10340-5159

### Application Development Work Order Services

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

#### **REVISIONS**

1. Part I, General Information for Proposers, Section I-26 – Replace the word Prosper with Proposer.
2. Part II, Information Required from Proposers, Section II-3, Diverse Business Requirements (Appendix I). Revise as follows: The Commission’s Diverse Business (DB) Requirements are identified in Appendix I. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs is encouraged and will be considered as a criterion in the evaluation of proposals and in the evaluation for Tier 2 Work Orders. In your Diverse Business Participation Submittal in response to this RFP, provide information that identifies DB firms and the roles you anticipate for potential assignments. In addition, provide a commitment to making Good Faith Efforts as defined Appendix I, and provide your firm’s approach to utilizing DBs for Work Order opportunities.
3. Part II, Information Required from Proposers, Section II-4 – delete the second bullet. This information will be requested with WORFPs.
4. Part III, Criteria for Selection, Section III-4, Evaluation Criteria, Item 3, Diverse Business (DB) Requirements will be revised to read: This refers to the inclusion of and approach to utilizing DB firms as described in Part II-3 (see revised Part II-3 in this Addendum). Diverse Business participation will also be considered in the evaluation of responses to Work Order RFPs (WORFP) following the award of a contract(s).
5. Part IV, Work Statement, Section IV-2, Nature and Scope, Tier 2 – Work Orders estimated to cost \$250,001 or more: Under the bullet titled “Evaluation” revise the first sentence as follows: The Commission will consider the firm’s previous experience, the technical merit of the firm’s response to the WORFP, the proposed total cost of each response and the inclusion of Diverse Businesses in the response. Inclusion of Diverse Businesses may be measured in terms of total dollars committed or percentage of the total work order committed to Diverse Businesses. Firms shall meet the requirements set forth in the Commission’s Diverse Business Requirements (Appendix I).
6. Appendix G – delete 4<sup>th</sup> bullet and delete last line that references a firm’s DB commitments. This information will be requested in WORFPs.

7. Part IV, Work Statement, Section IV-3-b should be revised to read: Awarded Proposers shall respond to WORFPs in the format defined by the Commission in **Appendix H** or in a comparable format including all required data.

## **ADDITION**

1. Part IV-3, Requirements, item d, Add item vi to read as follows: Diverse Business utilization.

## **QUESTIONS AND ANSWERS**

Following are the answers to questions submitted in response to the above referenced RFP as of April 22, 2015. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Please provide a) a more elaborated description of the technologies used at PTC for the "Legacy Support" requirement as mentioned in Appendices E and F, and, b) cross references of those same technologies expected to be assumed by the roles (e.g. which ones) as listed in Appendix G.  
**A. Appendices E and F represents a large majority of PTC's technologies.**
2. Whether companies from Outside USA can apply for this? (From India or Canada)  
**A. Yes**
3. Whether we need to come over there for meetings?  
**A. Yes, awarded contractors will be required to participate in onsite meetings, mainly at the PTC's Central Administration Building and the Turnpike Industrial Park Building.**
4. Can we perform the tasks (related to RFP) outside USA? (From India or CANADA)  
**A. PTC would prefer the majority of work be done within the United States.**
5. Can we submit our proposals via email ?  
**A. No. Please refer to Part I, Section I-11 & I-12 of the RFP.**
6. Would the Pennsylvania Turnpike Commission be able to provide an approximation for the \$ amount split between a. work orders for fixed price bids with a fixed scope with deliverables and b. work orders for procuring resources on a staff augmentation basis.  
**A. No. Please refer to Part I, Section I-5 Type of Contract.**
7. RFP Section II-2 (page 10 of 19) indicates that vendors may take exceptions and request additions to the contract terms in Appendix B, but may not condition its proposal response upon negotiating terms. Will vendors be able to negotiate the terms in Appendix B if awarded a contract? Or, if by submitting their RFP responses, vendors are bound to the terms of Appendix B as published by the Issuing Office should it award a contract but reject a vendor's objections and additions?  
**A. Upon selection for award, PTC will enter into negotiations with each selected Proposer. Please refer to Part II, Section II-2 Objections and Additions to Standard Contract Terms and Conditions.**

8. Item G, 4<sup>th</sup> bullet.

- A work plan, including tasks, dependencies, durations, and deliverables covering planning, preparation, recruitment, WORFP response, and roll-out activities. Specifically identify the length of time you will require between a "notification to proceed" and the start of WORFP activities.

The RFP requirements do not support the creation of a specific work plan. Is the Commission requesting a sample work plan and turnaround time upon receipt of a work order?

**A. Yes.**

9. Page 13, Item II-4 Cost Submittal, and Appendix G. Since this is a 2 year contract, with option to extend 3 additional years, at what point will firms be allowed to escalate their labor rates for work orders issued over that time period? Should the "Not to Exceed Rate" include cost of living escalation for the 2 year contract, with the understanding that any optional extensions to the contract after the second year would have the opportunity to renegotiate labor rates?

**A. The NTE rate should extend for the entire two years. Rates can be negotiated at contract extension.**

10. Page 13, Item II-4 Cost Submittal, and Appendix G. Is travel cost to attend meetings or for to perform on-site work reimbursable? If so, what travel reimbursement schedule applies?

**A. Rates are inclusive of all vendor expenses billable to the PTC. Expenses should not be more than 10% of rate provided.**

11. Appendix D – Insurance Specification. As a small business, our insurance policy coverage minimum limits of liability are less than those specified for Item 4 Commercial Umbrella Liability; Item 5 Professional Liability Insurance; Item 7 Privacy Liability; Item 8 Owned, Leased, Rented or Borrowed Equipment; and Item 9 Property Coverage. Are these minimum limits of liability for insurance negotiable? May we proposed alternative minimum limits?

**A. No. See Part I, Section I-25. Insurance.**

12. Appendix E to the RFP clearly states that it is to be attached to the Approach section of the proposal response. However, RFP Section II-1.E. Personnel on page 9 states that section is "Limited to 2 pages, single sided, not including Appendix E.". Could we assume that an appendix should be included along with the Personnel section of the proposal response?

**A. Yes.**

13. In RFP Section II-1.F. Relevant Experience on Page 9, the RFP states "List all clients for which your firm has performed work similar to that described in Part IV within the past three years. Although it is not required at this time, the Commission may request Proposers to provide specific reference data at a later date". The response page limit for Relevant Experience is 4 pages. Could we provide a listing of clients where our firm has performed similar work?

**A. Yes.**

14. In section G you are requesting a Work Plan as part of our Technical Proposal. Is this work plan to depict one which covers all types of potential work orders? Or are you looking for an example work plan?

**A. Please refer to Question 8.**

15. Will a “Deliverable Approval Plan” be submitted for each work order, or will there be one created that covers all work orders?
- A. One Deliverable Approval Plan, once approved by the Commission, will become part of the Contract and apply to all awarded work orders for the Awarded Proposer.**
16. The footnote at the bottom of page 11 states that rates provided in Appendix G are “for informational purposes only.” Please confirm that vendors can exceed these “Not to Exceed” rates on individual work orders should it be necessary to do so.
- A. The Not-to-Exceed hourly rates defined in Appendix G will be the maximum hourly rate for each position title in the resulting contracts with Awarded Proposers. Contractors cannot exceed these rates on individual work orders. This rate card may also be included in contract negotiation with Proposers selected for negotiation.**
17. Will work provided under this contact replace or augment work contracted by PTC under the Commonwealth’s IT Staff Augmentation contract?
- A. Augment.**
18. Re: Appendix D, Insurance Requirements, paragraphs (f) and (g) on pages 2 and 3: We assume “primary and non-contributory” and “waiver of subrogation” only apply to the policies where the customer is “additional insured.” Please confirm.
- A. The “primary and non-contributory” clause only applies to policies where the Commission is an “additional insured” as that is usually a requirement by insurance carriers. However, a “waiver of subrogation” clause does not usually carry the same requirement and therefore applies to all policies.**
19. Will the work issued to vendors selected by this Price Agreement be performed on an hourly bill rate or will it be a fixed price by deliverables basis.
- A. Please refer to Part II, Section II-4, Cost Submittal, “Invoices should be submitted monthly for those months in which activities are performed in relation to a work order. Each WORFP will identify whether costs will be paid on a time and materials or on a receipt of deliverables basis.”**
20. Please confirm, if the past vendors are eligible to bid on this RFP?
- A. This is a new contract for the Commission and any eligible company may propose.**
21. Can the list of vendors, who have submitted the Acknowledgement of Receipt, be made available?
- A. No, there is not a list for Acknowledgement of Receipt.**
22. (a) Please confirm that the commission will provide necessary office facilities, phones, cubes, Computers, software, etc. to the vendor onsite resources? If not should the vendor include these costs in the hourly rates?
- A. (a) Please refer to Part I, Section I-20, Commission Participation. (b) Yes. Please note that the PTC would provide the necessary developer and/or user license(s) for the items contained in each WORFP.**

23. Please confirm that the offerors can apply the same resource resume, if applicable, to more than one IT Service category?  
**A. Yes.**
24. May an individual be proposed for more than one experience level within the same IT Service Category? For example, can a PMP-certified Project Manager with a four-year college degree and more than 10 years of experience be proposed in the PM1, PM2, and PM3 roles, since he/she would meet the requirements of all three?  
**A. Yes. Please see Appendix G.**
25. Will any preference be given to Minority certified vendors?  
**A. Please see Revision 4 above.**
26. Is the commission looking to evaluate a vendor's competency and expertise in executing fixed price by deliverables type engagements across the service categories (OR) staff augmentation type engagement? Please clarify your expectations  
**A. The PTC will evaluate both competencies.**
27. When a service requirement is identified by the commission will the ensuing SOW or RFP be issued and communicated to ALL vendors qualifying under this contract or will the commission have the prerogative to issue the RFP to a select set of vendors (OR) work with a specific vendor individually?  
**A. Please refer to Part IV, Section IV-2 Nature and Scope.**
28. Has the Commission performed an evaluation of current contract vendors? Can you please provide your findings?  
**A. This is not applicable to the RFP.**
29. Is the Commission looking to merely renew the current contract holders or is the State looking to replace some of the current contract holders with new vendors?  
**A. This is not applicable to the RFP.**
30. Can the Commission share some perspective on what went well and what didn't in the previous contract? What are some of your pain points that you are looking to address in this contract?  
**A. This is a new contract for the PTC. The RFP address the PTC's objectives.**
31. The RFP states that "THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A CD-ROM OR FLASH DRIVE IN MICROSOFT OFFICE® OR MICROSOFT OFFICE-COMPATIBLE FORMAT, SEPARATE FROM THE TECHNICAL SUBMITTAL." Should the Cost Submittal be placed in a separate CD-ROM / Flash Drive (and included in the CD-ROM / Flash Drive that contains the Technical Submittal). Please clarify  
**A. Two electronic media devices (CD ROM or Flash Drive) must be submitted. Each media device must contain a copy of each technical, DB, and cost submittal.**

32. Does the commission have any preference for onsite / offsite / offshore location for executing the tasks in scope of this RFP?  
**A. Please refer to question 4.**
33. If the vendor can propose a less expensive model, can the vendor propose an approach where the vendor has resources located outside of the US (i.e. Canada)?  
**A. Please refer to question 4.**
34. Please confirm that commission will not provide a lower score to a vendor that proposes Offshore team / resources (for example an application development center in India).  
**A. Please refer to Part III, Section III-4 Selection Criteria.**
35. RFP states that "Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations and/or certifications." Please specify the skillset and roles for which the commission expects the vendor to submit resumes.  
**A. Please refer to Part II, Section II-1.E. "This should include any staff members who will be assigned to manage contract if awarded, as well as a representative sample of project managers, SAP administrators, and subject matter experts (SMEs), who may be assigned to work orders."**
36. Will the work to be performed towards the upcoming work under this RFP be performed onsite at PTC's facilities?  
**A. Please refer to Part I, Section I-20 Commission Participation.**
37. Will PTC provide all required workstations, hardware and software for the purpose of executing work tasks for resources assigned under this RFP?  
**A. Please refer to Part I, Section I-20 Commission Participation and question 22 a.**
38. Will PTC reimburse the actual travel expenses in connection with assignment of resources to projects under this RFP?  
**A. Please refer to question 10.**
39. Can you please list the SAP modules that are installed and used in PTC?  
**A. At a high-level, HCM, FI, SRM, Logistics, BI, PI.**
40. What is the Business Intelligence technology being used in PTC?  
**A. Currently we use SAP BW/BI.**
41. What is the projected spend under this contract over the next 18 months?  
**A. Unavailable at this time.**

42. Section II-1, D. Firm Overview, page 9 of 19. In the 2nd paragraph of this section, the RFP requests that the names of subcontract firms must be identified in this section of the response. We have a large, vast network of suppliers that in many cases fit niche skill requirements. Given that we do not yet know the scope of a particular WORFP, it would be difficult to name subcontract firms at this time. Is it your intent to request named subcontractors at the WORFP request or are you seeking the list with this qualifying proposal?
- A. If you have a list of those that you will definitively partner with, please include. Others should be disclosed in the response to the WORFP.**
43. Section II-1, F. Relevant Experience and Expertise, page 9 of 19. The third bullet requests relevant experiences for the past three years, whereas Appendix E - Proposer Project Experience requests similar services in the past five years. Can you please clarify whether the requirement is for three or five years?
- A. Section II-1, F., the relevant experience is for the past three years. In Appendix E, relevant experience is for the past five years.**
44. Section II-1, F. Relevant Experience and Expertise, page 9 of 19. Third bullet states the requirement to “List all clients for which your firm has performed work similar to that described in Part IV within the past three years.” The list could be lengthy. Will a representative sampling of similar projects suffice?
- A. Please list all clients within the past three years.**
45. Section II-1, F. Relevant Experience and Expertise, page 9 of 19. Final sentence “If applicable, include a statement regarding any other related specialized services your firm may offer.” Given the page limits on this section, would it be permissible to include these statements in an Addendum to our response?
- A. No.**
46. Section II-1, G. Approach, page 10 of 19. The first bullet requests “A description of your firm’s standard approach / methodology.” Can the Commission share their preference for a waterfall or iterative development methodology?
- A. The PTC uses multiple methodologies, including, but not limited to, Agile and Waterfall.**
47. Section II-3. Diverse Business (DB) Requirements, page 11 of 19. The RFP states that there is “no minimum participation level (MPL) for DBs established for this contract.” Appendix I, however, states that the MPL will be established in the RFP/advertisement as a percentage. Under Appendix I, section c.1.a, the MPL is further defined. Section c.1.b says that it is possible that no MPL has been established (similar to II-3). Please clarify that all WORFP’s will not require an MPL as indicated in II-3. Or do you mean that the WORFP will state the MPL requirement, if one is required?
- A. There is no MPL established for this contract. Diverse Business inclusion in terms of dollars committed or percentage of total work order will be an evaluation criterion for Tier 2 WORFPs.**

48. Section II-4. Cost Submittal, 2nd bullet, page 11 of 19. This section requests that the “Financial commitment for DBs should be identified and should be expressed in terms of the percentage of revenue the Proposer agrees to commit to the DB....” Do you mean that the Proposer must commit a percentage today inside of this cost submittal? How can a proposer commit a percentage at this juncture without knowing the scope of a future WORFP? Is it acceptable to provide a range of percentages, based on the proposer’s past experience?
- A. See Revision 2, 4, 5 and Question 47.**
49. Section III-4, 3 Diverse Business (DB) Requirements, page 14 of 19. Are these criteria to be used for selection in a future WORFP or are you measuring for this selection of the five Awarded Vendors. If the latter, can you clarify how will DB participation be measured as an Evaluation Criteria, since scope has not yet been determined?
- A. See Revision 2, 4 & 5 above.**
50. Section IV-3, b Requirements, page 16 of 19. Should the reference be changed to Appendix H - Sample WORFP Response Template?
- A. Yes, See Revision 7 above.**
51. Section IV-3, g Requirements, page 16 of 19. Can the Commission share the PTC’s Technical Standards?
- A. Not at this time.**
52. Section IV-5, d Inspection and Acceptance, page 18 of 19. Can the Commission confirm that any applicable Accessibility Standard will be specified in a WORFP?
- A. Yes.**
53. Section IV-6, Reports and Project Control, page 19 of 19. Can the Commission confirm that these reporting requirements apply only when Awarded Proposers are actively providing services subsequent to a WORFP award? That is reporting is not required for periods when the Awarded Proposer has no active or in progress projects?
- A. Reporting is required when work has been performed within the reporting period.**
54. Appendix F, Software Development / Support, page 1 of 1. What was intended for the Web category, which is defined as platforms other than Dynamics, .NET, or Java EE?
- A. Platforms other than Dynamics, .NET or Java EE.**
55. Appendix F, Subject Matter Expertise, page 1 of 1. What GIS systems does the Commission use?
- A. ESRI**
56. Appendix G, page 1 of 1. Per the RFP, “Appendix G must include a typical range of fully loaded hourly rates your firm would expect to charge for each of the sample position titles listed.” Can you define what is meant by “fully loaded”?
- A. Please refer to question 10.**

57. Appendix G, page 1 of 1. For the ranges in the rate table, should Proposers include only cost information estimates for their own staff, or should some mix of subcontractor's be included for blended rate purposes?  
**A. Rate card defines the contracted rate, whether for the prime or subcontractor.**
58. Appendix G, page 1 of 1. For the ranges in the rate table, is it allowable for Proposers to include global offshore resources and corresponding rates? Or should all vendors use domestic rates only so that PA Turnpike is able to compare apples to apples?  
**A. There should only be one rate card.**
59. Appendix G, page 1 of 1. For the ranges in the rate table, should Proposers include the cost of potential travel within the range, or will travel be addressed as a separate cost within each WORFP? Could PA Turnpike specify some mix of travel vs. non-travel so that vendor proposals can be compared on an apples to apples basis?  
**A. Please refer to question 10.**
60. Appendix G, page 1 of 1. Will the additional roles referenced in the second bullet be specified when the WORFPs are published, or should respondents include additional roles within their responses?  
**A. When the WORFPs are published.**
61. Section I-12 (Proposals); Page 3 and Section II-4 (Cost Submittal); Page 11. The CD requirements in this section states that the proposer should submit two (2) complete and exact copies of the entire proposal (Technical, Cost and DB submittals, along with all requested documents) on CD-ROM or Flash Drive. But in Section II-4 it states that the proposer should submit the Cost information on a separate CD.  
Please confirm whether we should comply with the requirement to provide two (2) CDs which includes all the three submittals (technical, cost and Diverse business) in a separately sealed envelope.  
**A. Please refer to question 31.**
62. Is there is any incumbent? If so, are they eligible to bid?  
**A. No, there is no incumbent.**
63. How many estimated Work Order Request For Proposals (WORFP) will be released through the contract?  
**A. Unknown at this time.**
64. Do we need to fill & sign the standard agreement (Appendix B ) mentioned in RFP document and submit with our proposal response ?  
**A. No.**
65. Does the personnel require to be U.S. Citizen or Green card holder to work on this contract?  
**A. Citizenship or residency requirements, if any, will be identified in specific WORPFs.**

66. Would the personnel with H1b work visa be allowed to work on this contract?  
**A. Yes. However, it is possible that some WORPFs may require U.S. Citizens.**
67. Is it mandatory to provide the resumes and rates for all the requested positions with our proposal response?  
**A. Please refer to question 35.**
68. Page One: I-5. Type of Contract. RFP Requirement: "The Commission intends to award up to five contracts as a result of this RFP; however, please note that a contract award as a result of this RFP does not guarantee or provide assurances that an awarded firm will be assigned any specific, minimum number or specific monetary amount of application development, support, and maintenance services work orders or time and materials engagements during the contract duration."  
And Page 15: Part IV: Work Statement, IV-1. Objectives. IV-2. Nature and Scope. "The Commission intends to select up to five qualified companies to provide application development, support, and maintenance services under the direction of the Commission's Information Technology Department. Services will be requested through a work order.  
The work orders will cover a variety of application development, support, and maintenance projects supported by the Information Technology Department.
- a. Question: With five awardees in a time and materials work order performance environment, please confirm that each task order will be issued/awarded in an 'all inclusive' fashion with only one awardee supporting a 'self contained' work effort; i.e., specifically, that work efforts will NOT utilize multiple contractors in an Integrated Product Team environment.  
**A. It is possible that multiple contractors will be awarded work through separate WORPFs on the same or related projects. It is expected that, in those cases, vendors will work cooperatively.**
69. Page Five: I-22. Term of Contract. "The Commission intends that contract(s) awarded as a result of this RFP will be for a term of two (2) years with three (3) one year renewal options, with the total of all contracts to not exceed \$15,000,000.00."  
a. Question: The Commonwealth's previous indication was that this is a time and materials contract, however, this state reads as if it is a Firm, Fixed Price Contract. Please clarify.  
**A. The sum of all fixed price and time-and-materials WORPFs will not exceed \$15,000,000.**
70. Page Nine: Part II: INFORMATION REQUIRED FROM PROPOSERS, D. Firm Overview: "If you propose to subcontract any portion of the work described in your response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of your proposal." a. Question: (a)Please clarify if the Prime Respondent is to include a brief history and description of each subcontractor's business organization and its application development, support, and maintenance service expertise and experience as it relates to the requirements discussed in Part IV of this RFP. (b)Also please clarify if the Prime Respondent

is to identify and define specific work efforts delegated to each selected subcontractor as a portion of the required 'role explanation.'

**A. (a) Yes. (b) Not necessary**

**71.** Page 2, I-9. Questions and Answers: Please clarify when the respondent may anticipate the Commission Contracting Officer to past responses to the questions/clarifications as submitted.

**A. Please refer to Section I-9 Questions and Answers and Section I-10 Addenda to the RFP.**

**72.** Page 10, G. Approach: Please define applicable page limitations, if any, for the respondent's Technical and Management Approach narrative.

**A. There is no specific page limit, but BREVITY is encouraged.**

**73.** Page 7, I-26. Diverse Business (DB) Requirements. Proposer will comply with the DB Requirements as described in Appendix I – Diverse Business (DB) Requirements.

a. and

b. Appendix I – Page 1, Paragraph 1: "RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor."

c. Question: The Commonwealth is requested to clarify applicable evaluation criteria, as well as the applicable selection criteria. Please offer specific guidance with regard to Minimum Participation Levels (MPL), Commission and/or Commonwealth specific SB certification requirements, the Commission and/or Commonwealth's intent to award of discretionary evaluation points to either a small business prime respondent and/or the utilization of small business teaming partners as defined in Appendix I, etc.

**A. See Revision 2, 4 & 5. Please note that the definition of a Diverse Business and what entities are recognized as a Third-party Certifying Organizations are described in Appendix I. Further, see Part III-3 for a description of the Commission's qualitative evaluation process for reviewing proposals.**

**74.** Appendix F – Page 1 Software Development / Support. "Legacy".

a. Is it possible to provide a list of the Commission's legacy applications?

**A. List is not available at this time.**

**75.** Appendix I – Page 1, Page 2, Paragraph 2. "Good Faith Effort Requirements: "Supporting documentation must also include proof of certification..."

a. Question: Please provide specific guidance as to the type of proof of certification which is required. Many SBA Certifications are self-certifications.

b. Are these acceptable to the Commonwealth as long as they compile with the those classifications as specified in Appendix I, (b) Definitions?

**A. Please see Appendix I – Diverse Business (DB) Requirements, Item b, Definitions, Number 2 and 8 for listing of the five third party certifying organizations. Provide proof of certification from any of the five Third-party Certifying Organizations.**

**76.** Can the Turnpike specify when they will provide responses to questions back to the vendors?

**A. Please refer to Section I-9 Questions and Answers and Section I-10 Addenda to the RFP.**

77. Appendix G indicates that provided rates are “for evaluation purposes only”, but it also states that the NTE will be included in the resulting contract. Please clarify whether the not-to-exceed pricing will be binding for all work orders, regardless of scope.

**A. This is a sample list of positions for our evaluation purposes. However, for those positions listed, the NTE price is binding.**

78. Are vendors expected to bid on all work orders, or is there a minimum amount of work orders in a given period that vendors must bid?

**A. No. Please refer to Part IV, Section IV.3.a.**

a. Does PA Turnpike have estimates regarding what % of work orders are expected to be for staff augmentation and what % will be for services/project based work?

**A. No**

b. Will all project-based work be fixed fee/payment for deliverables and if not, are there % expectations regarding deliverables-based billing?

**A. No. The Commissions preference is to avoid time and materials as much as practicable.**

c. Please clarify the definitions of “fixed price” and “paid on a receipt of deliverables basis.”

**A. Fixed price work orders will be divided into multiple deliverables. A portion of the fixed price will be assigned to each deliverable.**

79. Please clarify the requirement for MPL by diverse suppliers. The RFP states that “the minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.” Will the MPL be established on a work order by work order basis or is there an MPL required for the RFP overall?

**A. See Revision 2, 4, 5 and refer to Question 47.**

80. Will the Turnpike consider responses that address partial scope, such as only the staff augmentation requirements but not the services component, or is a response to the full scope required for consideration?

**A. No.**

81. What are your constraints or prohibitions for Nearshore and Offshore models?

**A. Please refer to Question 4.**

82. What is your vision for Fixed Fee projects?

**A. Scope of work will be performed for a fixed fee.**

a. How well documented are the requirements that vendors are expected to bid on?

**A. Indeterminate.**

b. Will Fixed Fee be accepted as a range?

**A. No.**

c. Will vendors have opportunity to validate fixed-price work via a scope & requirements analysis phase (mini-inception)? At whose expense?

**A. Depends on the WORFP.**

83. Please clarify your expectation of the responsibilities for the UI/UX Designer role? Does it lean more towards Creative Designer, Front End Developer or Usability BA?  
**A. Leans more towards Creative Designer who leverages usability principles.**
84. Can you clarify your expectation of the difference in responsibilities for the Database Analyst and Database Architect roles?  
**A. The Database Analyst works directly with the data, the Data Architect performs architect work.**
85. What specific technologies will the Enterprise Content Management Specialist be expected to factor on? Pricing may vary based on Tooling/Technology (ECM, WCM, LMS, Document Management, etc.)  
**A. The PTC currently uses OnBase.**
86. Please describe your typical SDLC methodology (Iterative, Waterfall, RUP, etc.).  
**A. Please refer to Question 46.**
87. To what extent will vendors have access to and interact with actual stakeholders / product owners in the definition of work order scope, deliverables and acceptance criteria?  
**A. The Commission will define work order scope, deliverables and acceptance criteria prior to issuing a WO.**
- a. What is the process for defining work order scope?  
**A. The Commission will define the work order scope.**
- b. How will vendors assist in drafting WO requirements to obtain the “competitive advantage” footnoted on pg1 General Info?  
**A. This footnote is designed to highlight the intent to not allow vendors to work on future WORFPs where they previously defined requirements (adverse interest).**
- c. How is a level playing field ensured within this context?  
**A. See response to question 87 b.**
- d. Is there a known set of projects aligned to a common technology? Will vendors be able to plan for continuity of skillsets? (ie: x-.NET scrum teams for x-number of projects over 2-5 years?)  
**A. There is no set of planned projects. Please refer to Appendix F for a listing of common technologies.**
88. Are the Commission Standards for project activities and deliverables (IV-3) published?  
**A. No.**
89. Are the Technical Standards (IV-3 g) published?  
**A. No.**
90. How will coordination between employees and other contractors be handled where there are dependencies that could impact delivery and engagement schedule? Who is responsible?  
**A. The PTC will assign a project manager and that project manager will coordinate.**

91. Is Budget and Funding on a per work order basis pre-approved?

**A. Yes.**

92. Describe the time-gap if any between WO bid approval and funding approval?

**A. There should be no gap.**

93. (a) How soon after WO bid approval is Effective Date affixed? What is the expectation for execution readiness after win notification?

**A. (a) As soon as possible. (b) Immediately**

All other terms, conditions and requirements of the original RFP dated April 7, 2015 remain unchanged unless modified by this Addendum.