

REQUEST FOR PROPOSALS FOR
Hosting, Maintenance and Support of
Electronic Bidding System (EBS)

ISSUING OFFICE

Pennsylvania Turnpike Commission
Office of Executive Operations, Information Technology Department

RFP NUMBER

RFP 16-10340-7441

DATE OF ISSUANCE

June 30, 2016

REQUEST FOR PROPOSALS FOR

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**Hosting, Maintenance and Support of
Electronic Bidding System (EBS)**

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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (herein referred to as “the Commission” or “PTC”) to satisfy a need for Hosting, Maintenance and Support of Electronic Bidding System (EBS).

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

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

I-4. Problem Statement. The Pennsylvania Turnpike Commission is issuing this Request for Proposal (RFP) to procure a mission critical service that provides hosting, maintenance and support of its electronic bidding system that provides the capability for contractors to securely submit bids electronically and for the PTC to electronically open and manage the construction bid process.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed fee for services. Additional EBS services including but not limited to enhancements may be negotiated during the term of this agreement. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, responsive and capable of performing the work.

I-6. Contractor Integrity Provisions. Contractor Integrity Provisions will apply to this contract upon award and the awarded Proposer may be required to complete a Background Qualifications Questionnaire prior to entering into an Agreement with the Commission and attend annual ethics training provided by the Commission. Proposers can find these two documents on the Commissions website at www.paturndpike.com (Doing Business, General Information, and Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute by the prime or any sub-consultant. If there is no adverse interest you shall include the following statement: "I have reviewed the State Adverse Interest Statute and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page or executive summary.

I-7. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-8. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

If a Joint Venture responds to this RFP, the Commission will not accept separate proposals from joint venture constituents. A firm will not be permitted to submit a proposal on more than one (1) joint venture for the same RFP. Also, a firm that responds to this RFP as a prime may not be included as a designated sub-consultant to another firm that responds to the same RFP. Multiple responses under any of the forgoing situations will cause the rejection of all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated sub-consultant to more than one prime consultant responding to the RFP.

I-9. 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.10. 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@paturmpike.com with **RFP 16-10340-7441** in the Subject Line to be received no later than **11:00 AM local time on Friday, July 15, 2016**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-11. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

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

I-12. 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, August 10, 2016**. 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-13. 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, **four (4)** 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 copies 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**) 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 180 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-14. 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-15. 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-16. 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-17. 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-18. 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.

I-19. 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-20. 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-21. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-22. 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-23. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end three (3) years after the effective date, with the option to renew for an additional 3 years either incrementally or in one step. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-24. Proposer’s Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.

- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-25. 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 Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

I-26. Insurance. Proposer will comply with the Insurance requirements as described in **Appendix B**, Insurance Specification.

I-27. Diverse Business (DB) Requirements. Proposer will comply with the DB Requirements as described in **Appendix C – 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 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-A through II-1-G and II-3;**
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II-2;** 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 assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

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

II-1 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: Hosting, Maintenance and Support of Electronic Bidding System (EBS), **RFP 16-10340-7441**. **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, and location of company headquarters.

B. Table of Contents

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

C. Executive Summary (Limit two pages)

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. Include in this section or in a transmittal letter/cover page a statement regarding full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute as instructed in Proposal Section 1.6 Contractor Integrity Provisions.

D. Firm Overview (Limit four pages)

Provide a brief history and description of your firm’s business organization and its 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.

E. Personnel (Limit four pages)

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the Hosting, Maintenance and Support of Electronic Bidding System (EBS) services as described in Part IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor.

F. Relevant Experience and Expertise (Limit three pages)

Provide a narrative statement regarding your services expertise and experience as it relates to Part IV of this RFP. Additionally include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide services in accordance with the same.

Describe your firm’s experience in providing similar services to other clients, especially other governmental entities and/or similar public sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner.

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years.

Include a statement regarding any other specialized services your firm may offer.

G. Approach

Provide a description of the proposed approach/methodology that you will follow along with a project plan and realistic timeline that identifies the phases and tasks required to complete the services defined in Part IV. Include in this section the deliverables and reports that will be provided, the project controls that will be used, and the tasks that will be performed. Include within the project a detailed plan for the transition of Hosting, Maintenance, and Support services to your control and responsibility.

Provide relevant samples of deliverables and project plans from similar services that your firm was primarily responsible for providing.

II-2 Diverse Business (DB) Requirements (Appendix C).

The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in **Appendix C**. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs are encouraged and will be considered as a 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 C**. 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, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

II-3 Objections and Additions to Standard Contract Terms and Conditions.

The proposer will identify which, if any, of the terms and conditions (contained in **Appendix D, Standard Agreement**) 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 D**. 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 D**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix D** or to other provisions of the RFP as specifically identified above.

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 USB, SEPARATE FROM THE TECHNICAL SUBMITTAL. THE CD OR USB 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 USB DRIVE BEFORE IT WAS SUBMITTED.**

Proposer 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-10, 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.

The Proposer must complete a cost breakdown (**Appendix E**). The Proposer must also identify any other direct costs that went into calculating the Proposer's cost. Proposer must provide information that identifies the Role Description that will be devoted to the effort and the average loaded rate for those resources. The monthly payment schedule established for this RFP will include all Implementation and Knowledge Transfer activities required to assume the Hosting, Maintenance and Support of Electronic Bidding System (EBS). Contract Option years taken incrementally or in one step will be negotiated and agreed to by PTC before the end date of the initial 3 year contract. Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The Contractor 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 Proposer authorizing the work to begin on a date which is on or after the Effective Date. The Contractor 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 Contractor 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 firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

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

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

1. Proposer and Personnel Qualifications and Experience
 - a. Proposer's relevant experience and expertise in conducting Maintenance, Hosting, and Support services as it relates to the requirements discussed in Part IV of this RFP.
 - b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
 - c. Financial ability of the Proposer to undertake a project of this size.
 - d. Response of references if the Commission elects to solicit them.

2. Approach.

- a. Understanding of the Commission’s needs and scope of work.
- b. Soundness of proposed approach, methodology, and deliverables for conducting EBS as it relates to the requirements discussed in Part IV of this RFP.
- c. Quality, completeness and applicability of sample deliverables provided.
- d. Responsiveness, organization, and clarity of Proposal.

3. Cost.

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

4. Commitment to Diversity and Inclusion. This refers to the inclusion of DB firms, as described in Part II-2. Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified DB firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. General. The Pennsylvania Turnpike Commission (PTC) is issuing this Request for Proposal (RFP) to procure managed services of the existing Hosting, Maintenance, and Support of the Electronic Bidding System (EBS) for construction projects involving roadways and structures under their jurisdiction.

b. Specific.

The PTC requires that the solution be an off-premise hosted solution. The goal of this RFP is to maintain the existing steady state operation of the EBS, provide current levels of Help Desk support services, and provide required updates to remain compatible with software version updates.

IV-2. Nature and Scope of the Project.

The EBS is an off-premise custom built web-based application with SQL Server database functionality utilizing the .NET application language currently provided by the Amazon Web Services (AWS) GovCloud. (See **Appendix F**, Network Topology for current configuration) The EBS contains construction project documentation for PTC-registered business users and PTC users. The EBS stores plans, drawings, specifications, and assorted bid and contract documents. The EBS interfaces with AASHTO Expedite for bid document creation. The EBS source code and all associated information are owned by the PTC.

The PTC will facilitate the transfer of documentation, information, and knowledge capital to selected CONTRACTOR prior to the start of support of the application

IV-3. Requirements.

The requirements of the EBS include:

- The selected CONTRACTOR shall meet with the incumbent contractor for the purposes of exchanging documentation, information, and knowledge capital prior to the start of Hosting, Maintenance, and Support of the EBS
- The Selected CONTRACTOR shall provide Hosting, Maintenance and Support in accordance with: **Appendix G**, Hosting Requirements; **Appendix I**, Service Level Agreement (SLA)
- The selected CONTRACTOR shall provide staffing levels to adequately support the EBS. **Appendix H** provides current position and job duties as an example and should be considered reference only
- The selected CONTRACTOR shall attend at least two face-to-face meetings at the Commission’s Central Administration Building with the incumbent vendor and/or the Commission for the purpose of knowledge transfer over a period of approximately six months

- The selected CONTRACTOR shall provide a local telephone number within the (717) area code or a toll free telephone number for the Help Desk
- The selected CONTRACTOR shall maintain a Help Desk staff fluent in the English language both spoken/written
- The selected CONTRACTOR shall maintain and support secure Production, Training and Test sites. The Training site will mirror the Production site at all times
- The selected CONTRACTOR shall provide all required licensing and ensure their on-time renewal except for the Commission provided AASHTO Expedite. Details on this requirement will be provided during the knowledge transfer (see first bullet of IV-3 Requirements). The selected CONTRACTOR will provide:
 - (2) SGC SuperCerts – Thawte SSL certificates
 - ASPUpload
 - (2) Copies of Visual Studio Professional with MSDN for development
 - Other licenses required to maintain EBS
- The selected CONTRACTOR shall be required to provide, for all code releases, the following: release notes, back-out plan, and post release field testing for verification of operation before implementation on the Production website. Support will commence for a modified application immediately after deployment
- The selected CONTRACTOR shall update and maintain existing EBS code and compatibility with AASHTO Expedite (current version 5.7a), Microsoft SQL Server, and Microsoft .NET
- The selected CONTRACTOR shall update and maintain all hardware and connectivity as required for adequate levels of performance of the EBS.
- The selected CONTRACTOR shall perform Quality Assurance and User Acceptance Testing of software updates and bug fixes
- The selected CONTRACTOR shall maintain and update the web interface to stay compatible with various browsers
- The selected CONTRACTOR shall work with PTC to define requirements for backup, archiving files, recovery testing, disaster recovery testing and active monitoring of all logs and system critical hardware devices
- The selected CONTRACTOR shall maintain system documentation for all changes to system hardware, software, database, and design

IV-4. Tasks.

The awarded CONTRACTOR is expected to perform the tasks in connection with the managed services as outlined in this RFP:

- Meet with the incumbent contractor’s technical staff representatives to facilitate knowledge transfer required for EBS continuance of operation
- Submit documents for Commission approval, no later than June 01, 2017, substantiating the ability to Host, Maintain and Support the EBS functionality at current levels of performance for production, test and training sites (For proposal purposes, the Selected CONTRACTOR should assume a contract award and notice to proceed by January 2, 2017.
- Provide the Hosting, Maintenance and Support of the EBS by performing tasks identified in **Appendix J**, Task Listing.

- Cooperate with the transfer of documentation, information, and knowledge capital at the end of EBS contract

IV-5. Additional Services.

Additional EBS services including but not limited to enhancements may be negotiated during the term of this agreement. Enhancements may be the result of industry or regulatory changes and will require written approval by Commission representatives, including the Chief Engineer and Chief Information Officer. The costs for enhancements will be determined by the Rate Card completed within **Appendix E**.

IV-6. Reports and Project Control.

Status Report. Periodic progress reports covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the Proposer in its proposal, as amended or approved by the Commission. **Appendix K**, Deliverables defines the minimum report/deliverable schedule.

APPENDIX A - PROPOSAL COVER SHEET
Pennsylvania Turnpike Commission
Hosting, Maintenance and Support of Electronic Bidding System (EBS)

RFP# 16-10340-7441

Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for the above referenced RFP:

Proposer Information:	
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	

Submittals Enclosed and Separately Sealed:

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

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs this Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met.

The Pennsylvania Turnpike Commission

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. 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 Contractor through direct payment/reimbursement to the Commission or the Commission may withhold payment to the 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) Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Contractor. If 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 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 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 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, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

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 Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

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- e) 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 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 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, and its Commissioners, officers, employees and agents shall be added as ADDITIONAL INSURED(S) 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 should be provided for a period of three years subsequent to the completion of work/final payment.

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

- g) Waiver of Rights of Subrogation: 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 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 Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the 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 Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) 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 Contractor arising in the course of operations under the

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contract. The 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) Includes sole proprietorships and officers of corporation who will be performing the work.
- d) Where applicable, if the Contractor is lending or leasing its employees to the Commission for the work under this contract, it is the 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.

2. **Commercial General Liability:**

Provided on standard ISO forms 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).

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

The Pennsylvania Turnpike Commission

4. **Professional Liability Insurance:**
- a) Minimum Limits of Liability
 - Per Claim Limit: \$2,000,000
 - Aggregate Limit: \$2,000,000

 - b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

APPENDIX C

Pennsylvania Turnpike Commission DIVERSE BUSINESS (DB) REQUIREMENTS

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.

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2016, 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 professional services to manage, upgrade, host, maintain, and provide help desk support for the **COMMISSIONS**’s Electronic Bidding System (EBS) for construction contracts;

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 Electronic Bidding System (EBS) 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 and Renewal

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.

The term may be extended for **(number)** additional years by a writing signed by both parties.

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**.

The **Commission** requires the ability to open the contract for review or termination without penalty should the **CONTRACTOR** be acquired, merges, declare bankruptcy, or in any other means become incapable of delivering the services or abiding by the terms of the signed agreement or the associated addendums.

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 (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to 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. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by **CONTRACTOR** or its subcontractors under any employee benefit act including but not limited to Workers’ Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

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. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a “Person”) of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the **CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**’s learning that the information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the **CONTRACTOR** without use of or reliance on the 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	Pennsylvania Attorney General	Date
General Litigation & Contracts Counsel			

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 if 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 the Chief Compliance Officer, 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.

Proposing Supplier Name:	
---------------------------------	--

Instructions:
1. Make no changes to the worksheet format.
2. Green fields must be completed if applicable.
3. Save the workbook and provide it as part of your cost submittal as defined within the Request for Proposals.

Description	Monthly	Annualized Cost Year 1	Monthly	Annualized Cost Year 2	Monthly	Annualized Cost Year 3
EBS Support Service Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other costs if applicable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>(provide explanation of other costs within RFP cost submission)</i>						
	Total Year 1	\$0.00	Total Year 2	\$0.00	Total Year 3	\$0.00

Proposing Supplier Name:

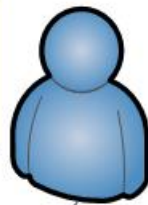
Instructions:

- 1. Make no changes to the worksheet format.
- 2. Green fields must be completed if applicable. Roles may be assigned to out-of-scope work with prior approval of the Commission.
- 3. Save the workbook and provide it as part of your cost submittal as defined within the Request For Proposals.

Role Description	Hourly Cost
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

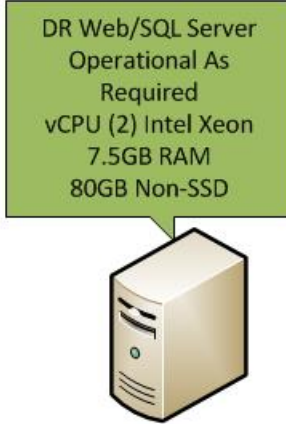
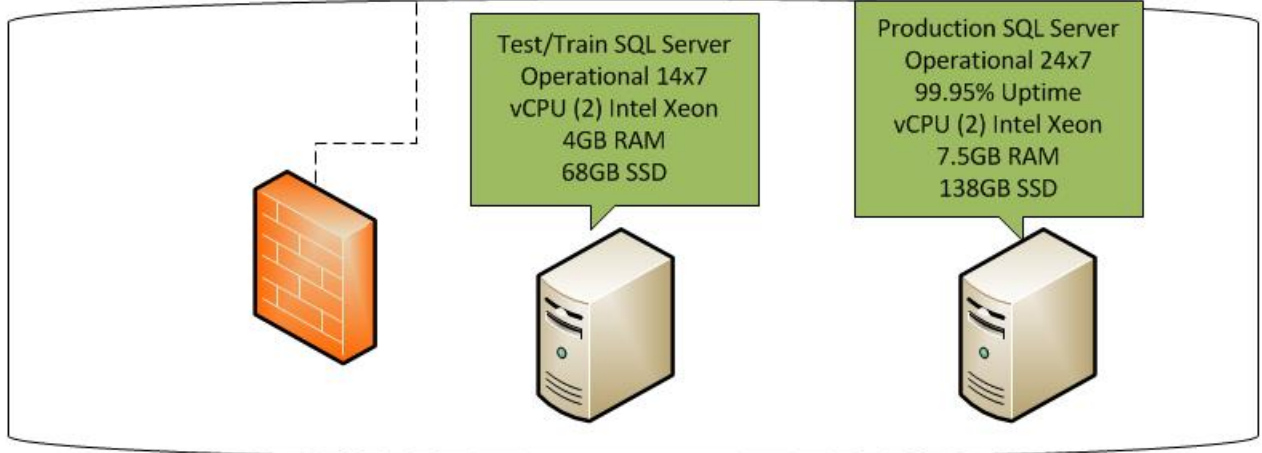
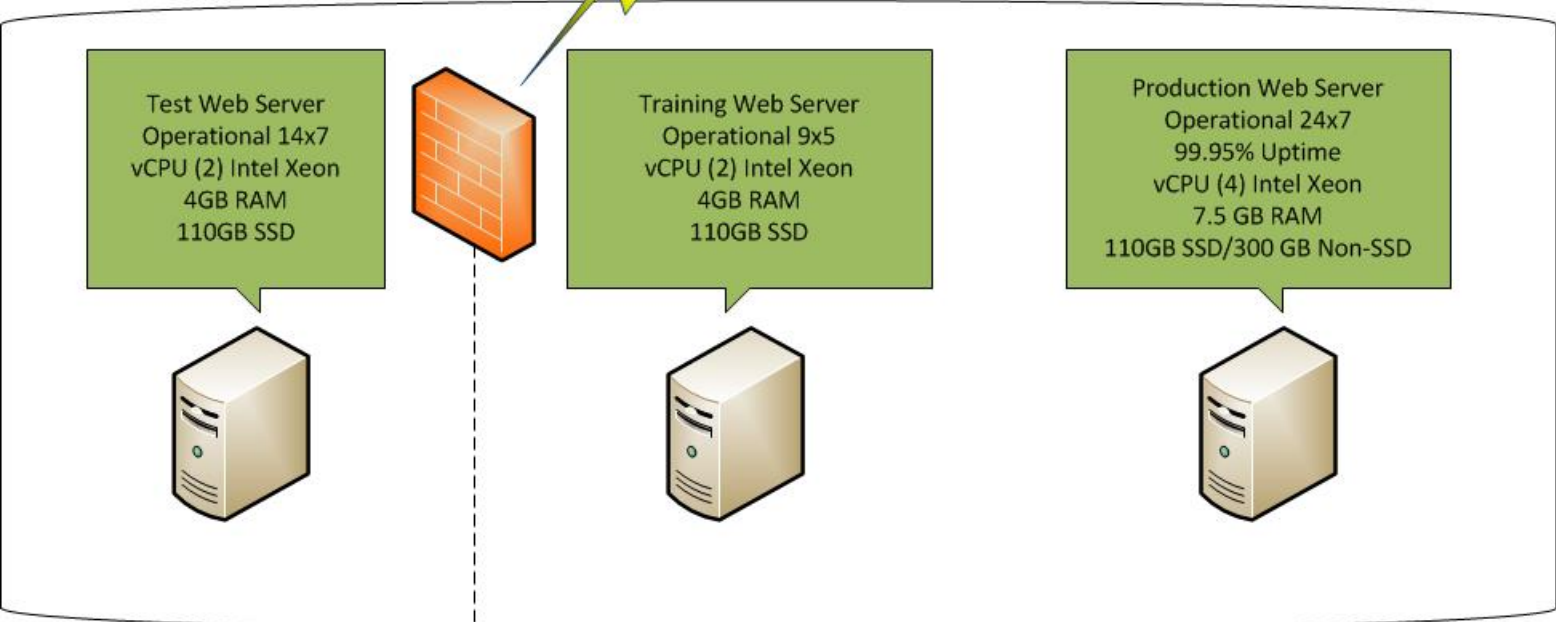
Total Hourly Cost for Out of Scope Support Services

- Registered Business Partners
- PTC Staff
- General Public



Equivalent of 20-25Mbps pipe

EBS Block Diagram



Hosting, Maintenance and Support of Electronic Bidding System (EBS)

The purpose of this appendix is to define requirements for technology solutions procured by the PTC that are not hosted within PTC managed facilities.

A. Hosting Requirements

1. The selected Vendor shall supply all hosting equipment (hardware and software) required for performance of the Contract.
2. The selected Vendor shall provide secure (SSL, HTTPS, or similar) access to all levels of users (as defined by the PTC) via the internet.
3. The selected Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The selected Vendor shall ensure the maintenance of all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The selected Vendor shall use commercially reasonable efforts to ensure that it and its datacenter Vendors and other vendors performing subcontracted services related to the Service, have, and shall at all times have, in place industry standard physical, technical, human and administrative controls (including but not limited to for intrusion prevention, loss of data, detection and monitoring) reasonably designed to achieve information security of the data processed through the Services. Without limiting the foregoing, The selected Vendor's controls shall at a minimum meet applicable law and the standards set forth in Cybersecurity Framework, NIST SP800-53 rev 4, and the ISO 2700Series (International Organization for Standardization, and specifically 27001 certification) and BS 10012 (British Standards Institution).
6. With respect to data breaches, the selected Vendor shall immediately notify Customer contact by telephone and email if there is a reasonable probability that there has been a security incident. In the event of conditions described in the previous sentence, the selected Vendor shall promptly notify the Information Security Officer or his or her designee within 24 hours or sooner by telephone or email of such incident. A follow-up written letter shall be sent within the same 24 hour period following the data breach. The selected Vendor shall (1) cooperate with the Customer as reasonably requested by the Customer to investigate and resolve the incident, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. If a data breach is a result of the selected Vendor's breach of its obligations under this Agreement, the selected Vendor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined based on root cause — all the foregoing not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent (2015) Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach, multiplied by the number of records. For clarity, one record/document can constitute multiple records for cost analysis depending on the number of associated individuals within the record/document.

Hosting, Maintenance and Support of Electronic Bidding System (EBS)

7. The selected Vendor will provide all Services, using commercially available security technologies and techniques in accordance with industry best practices and the PTC's security standards, procedures, and requirements, including those relating to the prevention/detection of fraud and any other inappropriate use or access of systems and networks.
8. The selected Vendor has the responsibility to ensure that servers are located in a climate-controlled environment. Vendor shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, redundancy, electrical needs, and physical security.
9. The selected Vendor shall monitor system and error logs and perform preventative maintenance in order to minimize and predict system problems and initiate appropriate action.
10. The selected Vendor shall use industry best practice and completely test and apply patches for all third-party software products before release.
11. The selected Vendor shall provide ongoing software updates for the proposed solution as they become available and in compliance with the defined maintenance windows. The selected Vendor shall completely test updates; such updates may include bug fixes, patches and other improvements.

B. System Availability

1. The selected Vendor shall make available the system and any custom software on a 24 x 7 basis as established by the solicitation with the exception of approved downtime for scheduled maintenance. All scheduled maintenance must take place during the hours of 12:00 AM and 5:00 AM. Advance notification of a minimum 7 business days must be provided for scheduled maintenance.
2. From time to time, emergency maintenance may be required to bring down the system. In such situations, if possible, the selected Vendor shall give advance notice, before the system goes down for maintenance, to the PTC and as defined in the Service Level Agreement (see Appendix F). The selected Vendor will limit the emergency maintenance to those situations which require immediate action of bringing down the system that cannot wait for the next scheduled maintenance period. It is expected that the Vendor will rollover to a backup site during any such emergency maintenance.

C. Security Requirements

1. The selected Vendor shall conduct a third party independent security/vulnerability assessment at its own expense on an annual basis and submit the results of such assessment to the PTC.
2. The selected Vendor must agree to third party application and vulnerability security scans on an agreed upon schedule.
3. The selected Vendor shall comply with PTC directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the PTC.
4. The selected Vendor shall limit logical and physical access to all system components and provide access only to those individuals with a business need for services provided.
5. The selected Vendor shall audit the data center (i) annually through an independent third party auditor and the audit results shall form part of the selected Vendor's SSAE 16 (or similar standard) report, against

Hosting, Maintenance and Support of Electronic Bidding System (EBS)

industry standard controls for data security and disaster recovery, that the selected Vendor shall make available to Customer upon its reasonable written request and (ii) upon Customer's reasonable request (not to exceed once in any 12-month period), with reasonable prior written notice (at least 30 days) and under reasonable time, place and manner conditions, Customer will be permitted to conduct a structured walkthrough of the applicable selected Vendor's data center to review the control environment and security practices relevant to the Customer Data and to review practices regarding disaster recovery, the selected Vendor's security and/or audit personnel will participate in the structured walkthrough with Customer. Customer will treat all records discussed pursuant to any such structured walkthrough as Confidential Information of the selected Vendor per the confidentiality terms of this Agreement.

D. Data Storage

1. The selected Vendor shall be solely responsible for all data storage required. At the PTC's sole discretion, the PTC may choose to store certain data and require selected Vendor to link to or interface with the data.
2. The selected Vendor shall take all necessary measures to protect the data and encryption keys where applicable, including but not limited to the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
3. The Provider agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a Provider controlled or owned electronic device.

E. Disaster Recovery

1. The selected Vendor shall employ industry best practice disaster recovery and resiliency procedures to assist in preventing interruption in the use of the system.
2. The selected Vendor's problem resolution and support procedures shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.

F. Adherence to Policy

1. The selected Vendor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Storage of backup media offsite is required. Stored media must be kept in an all-hazards protective offsite storage facility. All back up data and media shall be capable of encryption.
2. The selected Vendor shall abide by all the PTC's policies and standards.
3. The selected Vendor shall comply with all federal and state security and privacy regulations.

G. Closeout

1. When the agreement term expires or terminates, and at any other time at the written request of the PTC, the selected Vendor must promptly return to the PTC all intellectual and physical property in whole or in part related to the agreement and to include, but not limited to and if applicable; system configuration data, Help Desk data, all program code used in the development, testing, and production sites and all other data and information in file or document formats that is in the selected Vendor's possession or control.
2. The Customer will have access to the Service to export and retrieve its Customer Data for one hundred and twenty (120) days after the effective date of termination or expiration. Customer shall have the

Hosting, Maintenance and Support of Electronic Bidding System (EBS)

ability to access its Customer Data at any time during the subscription term set forth in this agreement in a readily readable, structured and documented format, such as csv-format or some other standard format offered by the selected Vendor. The selected Vendor shall provide to Customer certain transition services after termination of this Agreement at the selected Vendor then-current and generally charged hourly rates as the parties may agree in good faith in a mutually-agreed statement of work executed by both parties. Subject to the foregoing and applicable law, the selected Vendor shall have no obligation to maintain or provide any Customer Data. At Customer's request upon termination or expiration of the Agreement, the selected Vendor shall, within a reasonable time period, remove, delete, purge, overwrite or otherwise render inaccessible all Customer Data still remaining on the servers used to host the Service to the extent possible based on the then-current technology available within the Service, unless and to the extent applicable laws and regulations require further retention of such data. The selected Vendor shall provide the Customer a written and signed statement affirming the deletion, purging, overwriting, and rendering inaccessible all data associated with this Agreement.

For information purposes only, the staff complement offered by the incumbent for EBS hosting, maintenance, and support is managed by an EBS Program Manager (PM). This individual provides overall direction of assigned personnel, participates in the timely and accurate production of deliverables, attends meetings as required, and conducts continuous process improvements. Reporting to the EBS PM is the following staff:

- Network Engineer – provide level 2 and 3 application support for all critical business systems.
- Customer Support Specialists; Help Desk Technician, Web Developer – work with the Network Engineer as a team. Duties include but not limited to:
 - Conducting root cause analysis and bug fix isolation, resolution, and associated documentation
 - Responding to and updating tickets
 - Conduct testing on all code including acceptance testing, implementation and back-out plans for all production software updates, resolution of application problems, and updating of all documentation as required
 - Provide input for reports as required

Service Level Agreement (SLA)

For

Electronic Bidding System

Hosting, Maintenance, and Support

1.0 Purpose

The purpose of this Support Service Level Agreement (SLA) is to define the provision of EBS Help Desk Support and EBS Hosting Site Maintenance Support services to the Pennsylvania Turnpike Commission (herein referred to as “the Commission”) and registered users of the Turnpike EBS application.

CONTRACTOR will conduct business in a courteous and professional manner with the Commission, registered EBS users and Turnpike customers. Additional requirements under this agreement:

- All information obtained during the course of this work as strictly confidential and secured
- All communication from the Commission and EBS Users will be documented to establish contact information and document the nature of the problem
- Upon request from the PTC, all intellectual and physical property in whole or in part as a result of this contract for the EBS to include, but not limited to; system configuration data, Help Desk data, all program code used in the development, testing, and production sites of the EBS, and all other data and information in file or document formats associated with the EBS will be returned to the PTC on media approved by the PTC
- The CONTRACTOR shall maintain and support a dedicated secure Production website provided to the PTC for posting bids for their Business Partners with a 99.95% uptime/availability
- The CONTRACTOR shall maintain the operational hours of the EBS as follows:

	Server	Hours of Operation	Service Credit
Production	Web/SQL	24hr/day x 7d/week 99.95% uptime/availability	One (1) Service Credit
Test	Web/SQL	14hr/day x 7d/week	One (1) Service Credit
Training	Web/SQL	9hr/day x 5d/week	One (1) Service Credit

Service Credit. Shall mean an amount equal to the pro-rata annual recurring service costs for one day of Service.

Downtime or Degradation of Service (DoS). In the event of Downtime/DoS, the Commission shall be eligible to receive a Service Credit per incident. Only one Service Credit can be applied within a twenty-four (24) hour period. Examples: If the system/service has one Downtime/DoS period, the Commission shall be eligible to receive one Service Credit. If the system/service has two Downtime/DoS periods, from multiple events at least twenty-four (24) hours apart, the Commission shall be eligible to receive two Service Credits.

1.1 Scope of Support Services Provided Under This Agreement

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in an existing EBS application function or a request for support that involves modifications to

application code to fix a defect in an existing EBS application as a result of a version update to an application required for EBS functionality.

Work Order

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of an existing system or part or any request to add functionality to the existing EBS or part. Such requests are only covered under this agreement if any one of the following is true;

1. The work is required to maintain the system intent and core functionality necessitated by industry standards,
2. The effort does not include the purchase of additional hosting capacity beyond that which is currently employed.

Help Desk Support Levels

- Level 1—directly fielded user telephone, email, web request or fax support. Unresolved Level 1 requests are passed to level 2 within 1 hour of the report time.
- Level 2—resolves Mechanical or Network System operational issues. Requests that require code modification will be passed to level 3 support.
- Level 3—performs all code modifications to the EBS application to resolve the problem.

EBS Helpdesk Support Hours

Support Requests are taken by the appropriate level 1 help desk as follows:

Help Desk Levels	Hours	Phone Contact
Level 1	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor
Level 2	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor
Level 3	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor

EBS Help Desk Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time

A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The Level 1 Help Desk support determines the initial severity rating for the report. Level 2 and level 3 support may then negotiate with PTC to modify this severity after the report is elevated to them. **Severity level 1 or 2 will require notification to the PTC contact within 30 minutes.**

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)	Service Credit
Business and Financial Exposure				
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.	One (1) day Service Credit
Work Outage				
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.	One (1) day Service Credit

Number of Clients Affected				
This application failure affects the majority of clients.	The application failure affects a large number of clients.	The application failure affects a small number of clients.	The application failure may only affect one or two clients.	One (1) day Service Credit
Notification Time – within the defined period of time the contractor shall notify the PTC contact				
Within (.5) hour.	Within (.5) hour.	Within four (4) hours or by the next business day (EST).	Within eight (8) hours or by the next business day (EST).	One (1) day Service Credit
Status Update Frequency				
The maximum acceptable status update time is one (1) hour after initial response time.	The maximum acceptable status update time is four (4) hours.	The maximum acceptable status update time is eight (8) business hours.	The maximum acceptable status update time is 7 calendar days.	One (1) day Service Credit

1.2 Changes to Service Level Agreement

Fixed Applications - Fixed applications and versions implemented during the term of this agreement will move into Contractor’s support model through development and maintenance process. These applications will be incorporated into the inventory of supported applications. Changes to the inventory of hardware (if applicable) and applications and versions supported will be reviewed on a regular basis.

1.3 Processes and Procedures Related to This Agreement

Call Management Process - Contractor’s problem-ticket system will be used by all support team levels to record and track all problem reports, inquiries, or other types of calls received by all levels of support. This will provide the Pennsylvania Turnpike Commission with metrics in regard to EBS Hosting Support efforts.

EBS Task List

Task Name	Task Nomenclature	Required for Production, Test and Training Sites
Hardware Upgrades	Best practice compliance to identify and replace hardware that has been assigned End-of-Support status by the hardware manufacturer <ul style="list-style-type: none"> • Upgraded Server Hardware • Upgraded SQL Server Hardware • Hardware Upgrade Analysis and Planning Document • Updated Network/EBS Hosting site diagrams/documentation • Release notes • Updated Inventory documentation • Task Exit Meeting 	Yes
Software Upgrades	Best practice compliance to identify and replace software that has been assigned End-of-Support status by the software manufacture. <ul style="list-style-type: none"> • Upgraded Windows Server Software • Upgraded SQL Server Software • Software Upgrade Analysis and Planning Document • Updated Network/EBS Hosting site diagrams/documentation • Release notes • Updated Inventory documentation • Task Exit Meeting 	Yes
Application Support and Maintenance	Provide first response technical support services to the cloud or vendor hosted site. <ul style="list-style-type: none"> • Update Analysis and Planning document • System documentation update • Updated Help documentation • Release notes • Task Exit meeting 	Yes

Hosting, Maintenance and Support of Electronic Bidding System

Network Support and Operations	Provide first response support services to all necessary components of the network and operations (SEE APPENDIX E for Network Topology overview). This task will include management of all required servers including SQL servers and network infrastructure as required by RFP.	Yes
Application SMTP Email Services	Provide all necessary services required to support SMTP email between the PTC and its business partners using the EBS Application	Yes
WAN/Internetworking Engineering Support	Provide all necessary services required for Internet and WAN operations as it relates to the operation of the EBS and the vendor response to this RFP	Yes
Software/Hardware configuration and Inventory Support	Provide all necessary services to support the on-going configuration and inventory tracking for software as it relates to the EBS. This includes but is not limited to any PTC purchased software or hardware, licenses for all EBS related software and warranty period for all software/hardware, etc.	Yes
Network Security and Intrusion Detection Monitoring	Provide Network security and intrusion detecting monitoring services for the EBS servers and services.	Yes
Help Desk Support	Provide Help Desk services via phone and email support for EBS using during the hours 8:00AM to 5:00PM, Monday through Friday, except PTC holidays.	Yes
Project Management	Insure adequate project oversight/management to provide task execution that meets established terms and conditions of the contract between the vendor and PTC and in accordance with the SLA.	Yes
License Monitoring and Fees	Provide all required licensing and insure their on-time renewal. PTC will provide licensing for Expedite.	Yes

EBS Report/Deliverables

Report/Deliverable Name	Minimum Reports/Deliverables	Frequency
Network Support and Operations	<ul style="list-style-type: none"> • Updated Network documentation • Updated Help documentation • Update Network Reporting logs • Production website and Bid Data backups 	<ul style="list-style-type: none"> • As Needed • On-Going • Monthly • Weekly
Application SMTP Email Services	<ul style="list-style-type: none"> • SMTP Monitoring report 	<ul style="list-style-type: none"> • Monthly
WAN/Internetworking Engineering Support	<ul style="list-style-type: none"> • Bandwidth Usage Report • Bandwidth Usage Report • Bandwidth Usage Report 	<ul style="list-style-type: none"> • Weekly • Monthly • Yearly
Hardware (if applicable) Software configuration and Inventory Support	<ul style="list-style-type: none"> • Hardware/Software Inventory Documentation Updated 	<ul style="list-style-type: none"> • By Request
Network Security and Intrusion Detection Monitoring	<ul style="list-style-type: none"> • Intrusion Detection Report 	<ul style="list-style-type: none"> • By Request
Help Desk Support	<ul style="list-style-type: none"> • Help Desk Call Summary Report <ul style="list-style-type: none"> ○ See below for example 	<ul style="list-style-type: none"> • Monthly
Project Management	<ul style="list-style-type: none"> • Status Report <ul style="list-style-type: none"> ○ Hosting and licensing agreements ○ Invoices ○ Action Logs • Change Logs • Downtime/Degradation of Service (DoS) • Proof of payment for all services • Proof of payment for all Licenses 	<ul style="list-style-type: none"> • Monthly • Monthly • Continual • According to payment schedule • As Required

Help Desk Activity Log Examples

Electronic Bidding System Help Desk Monthly Summary Report For <i>Month/Year</i>	
Total No. Tickets:	0
Total Tickets By Phone:	0
Total Tickets By Email:	0
Total Emails Received:	0
Severity 1 Notification Resolution Max:	0 min(s)
Severity 2 Notification Resolution Max:	0 min(s)
Severity 3 Notification Resolution Max:	0 min(s)
Severity 4 Notification Resolution Max:	0 min(s)

Addendum No. 1

RFP # 16-10340-7441

Hosting, Maintenance and Support of Electronic Bidding System (EBS)

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

REVISION

1. RFP Part I, Item I-10 the following sentence is added: “Proposers shall use the form provided in Appendix L to submit questions”. Appendix L is attached to this Addendum No. 1.

ADDITION

1. Appendix A is attached as a word document to this Addendum No. 1.

All other terms, conditions and requirements of the original RFP dated June 30, 2016 remain unchanged unless modified by this Addendum.

Appendix L

Proposer Questions Form

Proposer Questions		Pennsylvania Turnpike Commission (PTC)				RFP #:16-10340-7441
#	Page	Section	Section Description	Proposer Question	Commission Response	
1.						
2.						
3.						
4.						

Addendum No. 2

RFP # 16-10340-7441

Hosting, Maintenance and Support of Electronic Bidding System (EBS)

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

REVISIONS

1. Appendix I has been amended to remove fax communications as a requirement and is attached.
2. Appendix I has been amended to remove the service credit from descriptive items and is attached.
3. Appendix J has been amended to identify the correct Appendix for Network Topology and is attached.
4. Appendix E has been updated to remove total hourly rate and is attached.

QUESTIONS & ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of July 15, 2016. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

#	Page	Section	Section Description	Proposer Question	Commission Response
1.				Please describe your current workflow	The purpose of this question is unclear.
2.				Is the solution requested in the RFP a new solution or are we taking over an existing solution? a. If we are taking over the solution how what	The services requested are to Host, Maintain and Support the existing Electronic Bidding System (EBS). See EBS_RFP Part IV-1, Objectives.

#	Page	Section	Section Description	Proposer Question	Commission Response
				expectations do you have for the 3 rd party solution to integrate with the existing solution	a. The goal of this RFP is to maintain the existing steady-state operation of the EBS. RFP Part IV-1.b, Objectives. Specific.
3.				Approximately how many users will be accessing the system?	Currently there are approximately 1300 registered business partners in the system.
4.				Please resend appendix E. It appears to be cut off	Appendix E as attached to the original RFP posting is complete. See Revision 4.
5.				Once implemented; for new projects how will you send document to the new vendor for upload?	The purpose of this question is unclear.
6.				Is there a specific folder structure for all projects?	The purpose of this question is unclear.
7.				Is your solution server or cloud based	Refer to EBS_RFP Part IV-1, Objectives
8.	N/A	N/A	General Question	Are there any other downstream applications, databases or reporting systems with which the EBS integrates?	The only external component that EBS integrates with is AASHTO Expedite. Refer to EBS_RFP Parts IV-2 Nature and Scope of the Project and IV-3, Requirements.
9.	N/A	N/A	General Question	Are there any third party interfaces or integrations with other applications or databases?	Refer to Question 8.
10.	N/A	N/A	General Question	Are the documents uploaded via EBS stored in the database or on a file server?	All documents are stored on a file server.
11.	N/A	N/A	General Question	How many screens are in the EBS application?	The EBS Application is comprised of approximately 460 individual web pages.
12.	N/A	N/A	General Question	How many users of the EBS are there currently? How is this projected to grow or shrink over the 3-year term of this contract?	Refer to Question 3. In previous years approximately 20 -30 new business partners register each year.
13.	N/A	N/A	General Question	How many enhancements were made to the EBS in the last 3 years? What kinds of enhancements are anticipated for the next 3 years?	Past enhancements are not relevant to the scope of this RFP. No enhancements are anticipated at this time. Refer to EBS_RFP Part IV-5, Additional Services
14.	N/A	N/A	General Question	What is the current size of the database in Gigabytes (GB)?	The production database is approximately 500MB.

#	Page	Section	Section Description	Proposer Question	Commission Response
15.	N/A	N/A	General Question	How many documents are currently stored within the EBS?	There are currently 30,000 documents stored within the EBS. This number fluctuates in accordance with the document retention schedule.
16.	N/A	N/A	General Question	How long has the EBS been in use?	EBS was first implemented in 2007.
17.	N/A	N/A	General Question	How many years' worth of historical data is maintained in the EBS? Is any of this data archived, and if so, what is the archival policy?	Currently the system includes data from 2007 through present. A current effort is underway to address external archiving and purging of EBS data based upon the records retention policy of project completion plus three years.
18.	N/A	N/A	General Question	How many new bids are opened in a year through the system?	Approximately 30-50 bids per year.
19.	N/A	N/A	General Question	Are there any current plans to upgrade the technology (for example, rewriting as an MVC/jQuery-based responsive application)?	No. Refer to EBS_RFP Part IV-1.b, Objectives. Specific
20.	N/A	N/A	General Question	What versions of the .NET Framework and SQL Server are currently used by the EBS?	Asp.NET v3.5; SQL v2008 R2
21.	N/A	N/A	General Question	Can the state provide source code for the EBS to be reviewed as part of preparing a proposal? If so, how can we request a copy? If we cannot obtain a copy, can we get a demo or opportunity to review the application with state or incumbent vendor personnel?	No, source code will not be provided. The awarded contractor will receive knowledge transfer with the incumbent vendor as defined within the RFP. Refer to EBS_RFP Parts IV-3, Requirements and IV-4, Tasks
22.	N/A	N/A	General Question	Is the source code currently maintained a modern version control system? If so, please indicate what system is being used and whether or not this is hosted by the state or in a SaaS solution.	Support is currently provided through managed services which includes the version control solution. PTC will accept a solution that meets the hosting, maintenance and support requirements and SLAs set forth in the RFP.
23.	N/A	N/A	General Question	Who is the incumbent contractor? Is this contractor also bidding on the new RFP or is the state definitely looking to select a new vendor?	General Dynamics Information Technology, Inc., is the incumbent Contractor. Potential bidders are unknown; as a public entity, the Commission is required to competitively procure services of this nature.

#	Page	Section	Section Description	Proposer Question	Commission Response
24.	16	Part IV-2	Nature and Scope of Project	This section indicates that the system is currently hosted using the AWS GovCloud. Is the state happy with continuing this solution or are you looking to make a change in the hosting solution? If you are looking to change, please provide the reasons for your dissatisfaction with the current solution.	PTC will accept a solution that meets the hosting, maintenance and support requirements and SLAs set forth in the RFP.
25.	16	Part IV-2	Nature and Scope of Project	Assuming AWS will continue to be used for hosting, does the state pay AWS directly for the hosting services or should billing and administration of this be part of the vendor's scope to handle?	The awarded vendor is responsible for providing solution hosting. PTC will pay the awarded vendor for all services requested within the RFP.
26.	17	Part IV-3	Requirements	This section requires that we maintain Training and Test environments in addition to Production. Please provide details of the hardware and the software licenses used in these environments currently.	The training and test environments require the same licenses as production with the exception that the test environment does not contain or use SSL certificates.
27.	17	Part IV-3	Requirements	This section discusses the use of AASHTO Expedite, which appears to be a third party Windows (not web) application. However, the EBS is described as a custom-built web application. Please describe how these two systems integrate and what the vendor's responsibilities with respect to AASHTO Expedite are expected to be.	AASHTO Expedite is a product licensed by the Commission and made available via EBS for use by the system and business partners. It is expected that through maintenance activities of the EBS system, integration with AASHTO Expedite is to be tested and maintained. Refer to EBS_RFP Parts IV-2, Nature and Scope of the Project and IV-3, Requirements
28.	17	Part IV-3	Requirements	This section discusses software licenses we must maintain After listing some specific licenses required there is a bullet that says "Other licenses required to maintain EBS." Please provide details of all licenses required so that we can accurately estimate our costs.	All licenses required to support the platform itself are identified within the RFP. The awarded contractor is expected to provide any other licenses required to provide the services requested in the RFP to host, maintain, and support the EBS.
29.	17	Part IV-3	Requirements	This section briefly mentions compatibility with "various browsers." Please provide a list of which browsers and which versions of those browsers must be supported.	At the time of transition to the awarded Contractor, the EBS will be compatible at with the most recent versions of the following browsers as of this Addendum: Chrome, Internet Explorer, Edge, Firefox, and Safari. The awarded Contractor will be

#	Page	Section	Section Description	Proposer Question	Commission Response
					responsible for maintaining future compatibility with the named browsers as updated versions are released of those browsers.
30.	17	Part IV-3	Requirements	This section discusses maintaining system documentation. Will the existing documentation be completely update to date by the time of a transition to the new vendor?	Yes, current documentation will be up to date.
31.	44	Appendix F	EBS Block Diagram	This diagram appears to indicate that the Production environment only includes a single web server and a single database server, yet there is indication of 99.95% uptime on a 24x7 basis. This does not seem plausible as a high uptime requirement like this would imply the use of at least 2 web servers with load balancing and at least two database servers that use clustering or mirroring or another technique for data synchronization. Please clarify the actual hardware required for the Production environment, including all details of a disaster recovery environment. Please also indicate any use of load, balancing, clustering, mirroring or any other high availability solutions.	Appendix F indicates the current, high-level architecture provided by the incumbent. The awarded Contractor is expected to provide the solution with 99.95% uptime on an annual basis. PTC will accept a solution that meets the hosting, maintenance and support requirements and SLAs set forth in the RFP.
32.	51	Appendix I	Service Level Agreement	The definition of a Service Credit is given as "Shall mean an amount equal to the pro-rata annual recurring service costs for one day of Service." Does this equate to the total annual maintenance cost / 365?	This equates to the total annual services cost for hosting, maintenance, and support divided by 365 days.
33.	52	Appendix I	Service Level Agreement	Does the Level 1 help desk actually need to support users reporting issues via fax?	Fax support is not required. See Revision 1 above.
34.	53	Appendix I	Service Level Agreement	There is a table that explains how each characteristic is applied in determining the severity level of a given problem. This table includes a column called Service Credit, but it is not clear what this means. It appears	Service Credits will be applied if the awarded Contractor fails to meet the designated notification and/or update requirements defined within Appendix I. See Revision 2 above.

#	Page	Section	Section Description	Proposer Question	Commission Response
				to imply that anytime any problem of any severity level is reported that there will be a penalty, but that can't be right. Please clarify how this will work.	
35.	53-54	Appendix I	Service Level Agreement	There is a table that explains how each characteristic is applied in determining the severity level of a given problem. Many of the definitions include subjective words such as serious, low, minimal, significant, some, minor, etc. These types of definitions usually require objective language to be clearly enforced. Can these definitions be revisited?	Yes, the Commission anticipates reviewing and clarifying these definitions as part of negotiation with the awarded Supplier.
36.	56	Appendix J	Task List	The row for Network Support and Operations refers to seeing an Appendix E for a Network Topology overview. However, Appendix E is actually a Cost Breakdown. Please provide the Network Topology overview.	The Network Topology Overview is provided in Appendix F. Please refer to Revision 3 of this addendum.
37.	58	Appendix K	Help Desk Activity Log Examples	This provides an example of help desk activity including ticket counts, but all of the numbers are zero. Please provide actual historical metrics for this activity.	Appendix K is intended to provide the data elements required for reporting. The average number of help desk tickets per month over the last year is 20.
38.	Appendix E, Page 1	Appendix E	Cost Table	Does the Commission want a single fixed fee line item that covers all services under this program including labor and ODCs?	Yes.
39.	Appendix E, Page 1	Appendix E	Cost Table	Please explain "Other costs if applicable".	The Commission does not anticipate other costs however the Proposer has the opportunity to identify other costs that are not considered as part of the direct support services for EBS.
40.	Page 10	II-4	Cost Submittal, "The Proposer must complete a cost breakdown (Appendix E)."	What level of breakdown does the Commission want the Proposer to provide?	The requirement is to complete Appendix E.

#	Page	Section	Section Description	Proposer Question	Commission Response
41.	Page 10	II-4	Cost Submittal, "The Proposer must complete a cost breakdown (Appendix E)."	Is the breakdown for information purposes or should each item be individually priced?	Additional breakdown is required only if the Proposer identifies "other costs if applicable" in Appendix E
42.	Page 10	II-4	Cost Submittal, "Proposer must also identify any other direct costs that went into calculating the Proposer's cost."	Please explain what is meant by "other?"	Refer to Question 39.
43.	Page 10, Appendix E, Page 2	II-4, and Appendix E	Cost Submittal and Role Table	The instructions state that the Proposer is supposed to list roles that will be "devoted to the effort." Should the Proposer list the roles that will only be used on the base contract?	List any Roles that will be used on the requirements of the RFP including those identified in part IV-5.
44.	Page 10, Appendix E, Page 2	II-4, and Appendix E	Cost Submittal and Role Table	The final row in the states "Total Hourly Cost for Out of Scope Support Services." Should the Proposer only list the roles that may be used in future undefined work outside of the base scope (e.g. enhancements)?	Total hourly cost has been removed. Refer to Revision 4.
45.	Appendix E, Page 2	Appendix E	Role Table	Please confirm that the last row is a sum total of all individual hourly "average loaded rates" listed above. This seems odd in that the rows above do not list hour units, just rates. Additionally, one proposer may have a few rows (e.g. 5 rows) while another proposer may have a large number of rows (e.g. 80 rows) based on all the potential labor roles that might be used for enhancement work.	Refer to Question 44.
46.	2	Part I, I-12	Response	Please confirm the Commission will accept hand delivery at the following address:	The Commission will accept hand delivery during normal business hours of 8:00 AM – 4:30 PM EST. Refer to sections I-12 and I-13 of the RFP. <i>Effective</i>

#	Page	Section	Section Description	Proposer Question	Commission Response
				700 South Eisenhower Boulevard Middletown, PA 17057 If so, please provide any necessary additional hand delivery instructions (to include available hours).	<i>August 1, 2016 all visitors will be required to show ID to enter the building.</i>
47.	Appendix D, Page 1	Appendix D	Commission's Responsibilities	This section states, " <i>The Commission shall furnish the contractor adequate workspace for completing the work.</i> " Please confirm that this work will be on contractor site.	Work will be on Contractor site. Appendix D as attached is as a sample for reference only.
48.	Page 1	Part 1, I-6	Integrity Provisions	This section states that integrity information should be included in the transmittal letter/cover page or executive summary. Please confirm the transmittal letter/cover page is not the cover sheet provided in Appendix A. Please provide the desired location of the cover page and confirm that there is no page limit.	The transmittal letter/cover page is not Appendix A. The transmittal letter/cover page or executive summary should be located in the front of your technical proposal. There is no page limit but should be prepared as stated in Part I-14 Economy of Preparation.
49.	4	Part I, I-18	Proposal Contents	This section states, "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." Please confirm the desired location within the proposal for this statement.	Provide it as an appendix to the technical proposal.
50.	2	Part I, I-12	Response	Please confirm that the provided street address accepts Fed Ex deliveries.	Yes, Fed Ex deliveries are accepted at this street address.
51.	3	Part I, I-13	Proposals	Please confirm that the Commission is requesting 2 electronic copies of the Technical Submittal, 2 electronic copies of the DB submittal, and 2 electronic copies of the Cost submittal on separate CDs or Flash Drives for a total of 6 CDs or Flash Drives.	Provide separate CD's/Flash Drives for the 3 submittals. (Technical, Diverse Business, Cost). 6 CDs or Flash Drives are to be submitted.

#	Page	Section	Section Description	Proposer Question	Commission Response
52.	Page 15	Work Statement	Requirements	One requirement states "The Training site will mirror the Production Site at all times." Since proper change management processes may cause the two environments to be non-mirrored for a period of time, may we propose a process to keep the two environments in synch?	Yes, a process may be proposed to keep the two environments in sync.
53.	Appendix G, Page 2	Appendix G	Hosting Requirements, C. Security Requirements	One requirement states, "The selected vendor must agree to third party application and vulnerability security scans on agreed upon schedule." Please provide information on any system requirements or contractor staffing support that will be needed for these security scans.	Refer to Appendix G, item C.2.
54.	15	Work Statement	Requirements	One requirement states, "The contractor shall maintain and support secure Production, Training and Test sites." Does the Test site require an SSL certificate to be considered secure?	The test site does not use SSL.
55.	3	Appendix G	Hosting Requirements, F - Adherence to Policy, 1	Requirement states "All backup data and media shall be capable of encryption." Are the server data drives and backup media required to be encrypted or just capable of future encryption?	The data used by the application are encrypted. The backup data may contain unencrypted data.
56.	11	II-4	Cost Submittal	The 2 nd full paragraph on page 11 references a monthly payment schedule. Please provide a sample payment schedule as well as information on anticipated billing requirements.	The awarded vendor will submit the first invoice one month after the contract execution and monthly thereafter.
57.	Appendix I, page 4	1.1	EBS Help Desk Severity Codes	In the table depicting Severity Codes, it appears that regardless of Severity level the Service Credit would always be a One (1) day Service Credit. Is that correct?	Yes. The service credit increases as a result of prolonged system exposure to Downtime or Degradation of Service (DOS). Refer to above Revision 2.
58.	32	Liquidated Damages	Liquid Damages (b) Liquid Damages	The Liquidated Damages clause defines "Major Deliverables". However, no "Major Deliverables have been identified. Does the Commission identify any of	PTC has not specified any major deliverable. The attached agreement is a sample and for reference only. PTC anticipates substantiation of the ability to

#	Page	Section	Section Description	Proposer Question	Commission Response
			Clause	the deliverables as "Major Deliverables"? If so, please provide a list.	host, maintain and support EBS as defined in the RFP Section IV-4 to be a major deliverable. Additional discussion may take place during contract negotiation with the awarded supplier.
59.	32	Liquidated Damages	Liquid Damages (b) Liquid Damages Clause	If there are no Major Deliverables please explain how the damages are calculated for this specific contract, and triggered.	Refer to Question 58.
60.	1	Appendix G	Hosting Requirements A, 5	The requirement states, "The selected vendor shall use commercially reasonable efforts to ensure that it and its datacenter vendors and other vendors performing subcontracted services related to the service, have, and shall at all times have, in place industry standard physical, technical, human and administrative controls (including but not limited to for intrusion prevention, loss of data, detection and monitoring)." If the solution uses a FedRAMP certified GovCloud with documented audit trails, does that cover the need to have dedicated intrusion detection/prevention monitoring?	A FedRAMP certified solution will meet the referenced requirements. Proof of certification is required annually. At the request of the Commission the selected Contractor shall provide a report, authorized by a Contractor representative, documenting intrusion detecting/prevention.
61.	2	Appendix G	Security Requirements C, 5	The requirement states, "The selected vendor shall audit the data center annually through an independent third party auditor..." If the solution uses a FedRAMP certified GovCloud, which arranges their own independent review for GovCloud and FedRAMP certification, does that cover the need for a 3rd party security/vulnerability assessment?	Refer to Question 60
62.	2	Appendix G	Security Requirements C, 5	The requirement states that the "customer will be permitted to conduct a structured walkthrough of the applicable selected vendor's datacenter to review the control environment..." If the solution uses a FedRAMP certified GovCloud, is this requirement	Refer to Question 60

#	Page	Section	Section Description	Proposer Question	Commission Response
				waived since it may not be feasible?	
63.				The only question/request we have is for an extension to the original RFP due date of 8/10. We feel in order to evaluate, engage, and work in conjunction with the necessary 3 rd party companies to develop a full turn-key solution, additional time will be necessary.	The due date will not be extended.
64.				Could you please confirm what ASP.NET/SQL version you are using for the Electronic Bidding System?	Refer to Question 20

All other terms, conditions and requirements of the original RFP dated June 30, 2016 and Addendum #1 remain unchanged unless modified by this Addendum.

Proposing Supplier Name:	
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Instructions:
1. Make no changes to the worksheet format.
2. Green fields must be completed if applicable.
3. Save the workbook and provide it as part of your cost submittal as defined within the Request for Proposals.

Description	Monthly	Annualized Cost Year 1	Monthly	Annualized Cost Year 2	Monthly	Annualized Cost Year 3
EBS Support Service Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other costs if applicable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>(provide explanation of other costs within RFP cost submission)</i>						
		Total Year 1		Total Year 2		Total Year 3
		\$0.00		\$0.00		\$0.00

Proposing Supplier Name:	
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Instructions:

- | |
|--|
| 1. Make no changes to the worksheet format. |
| 2. Green fields must be completed if applicable. Roles may be assigned to out-of-scope work with prior approval of the Commission. |
| 3. Save the workbook and provide it as part of your cost submittal as defined within the Request For Proposals. |

Role Description	Hourly Cost
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Service Level Agreement (SLA)

For

Electronic Bidding System

Hosting, Maintenance, and Support

1.0 Purpose

The purpose of this Support Service Level Agreement (SLA) is to define the provision of EBS Help Desk Support and EBS Hosting Site Maintenance Support services to the Pennsylvania Turnpike Commission (herein referred to as “the Commission”) and registered users of the Turnpike EBS application.

CONTRACTOR will conduct business in a courteous and professional manner with the Commission, registered EBS users and Turnpike customers. Additional requirements under this agreement:

- All information obtained during the course of this work as strictly confidential and secured
- All communication from the Commission and EBS Users will be documented to establish contact information and document the nature of the problem
- Upon request from the PTC, all intellectual and physical property in whole or in part as a result of this contract for the EBS to include, but not limited to; system configuration data, Help Desk data, all program code used in the development, testing, and production sites of the EBS, and all other data and information in file or document formats associated with the EBS will be returned to the PTC on media approved by the PTC
- The CONTRACTOR shall maintain and support a dedicated secure Production website provided to the PTC for posting bids for their Business Partners with a 99.95% uptime/availability
- The CONTRACTOR shall maintain the operational hours of the EBS as follows:

	Server	Hours of Operation	Service Credit
Production	Web/SQL	24hr/day x 7d/week 99.95% uptime/availability	One (1) Service Credit
Test	Web/SQL	14hr/day x 7d/week	One (1) Service Credit
Training	Web/SQL	9hr/day x 5d/week	One (1) Service Credit

Service Credit. Shall mean an amount equal to the pro-rata annual recurring service costs for one day of Service.

Downtime or Degradation of Service (DoS). In the event of Downtime/DoS, the Commission shall be eligible to receive a Service Credit per incident. Only one Service Credit can be applied within a twenty-four (24) hour period. Examples: If the system/service has one Downtime/DoS period, the Commission shall be eligible to receive one Service Credit. If the system/service has two Downtime/DoS periods, from multiple events at least twenty-four (24) hours apart, the Commission shall be eligible to receive two Service Credits.

1.1 Scope of Support Services Provided Under This Agreement

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in an existing EBS application function or a request for support that involves modifications to application code to fix a defect in an existing EBS application as a result of a version update to an application required for EBS functionality.

Work Order

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of an existing system or part or any request to add functionality to the existing EBS or part. Such requests are only covered under this agreement if any one of the following is true;

1. The work is required to maintain the system intent and core functionality necessitated by industry standards,
2. The effort does not include the purchase of additional hosting capacity beyond that which is currently employed.

Help Desk Support Levels

- Level 1—directly fielded user telephone, email, or web request support. Unresolved Level 1 requests are passed to level 2 within 1 hour of the report time.
- Level 2—resolves Mechanical or Network System operational issues. Requests that require code modification will be passed to level 3 support.
- Level 3—performs all code modifications to the EBS application to resolve the problem.

EBS Helpdesk Support Hours

Support Requests are taken by the appropriate level 1 help desk as follows:

Help Desk Levels	Hours	Phone Contact
Level 1	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor
Level 2	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor

Level 3	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor
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EBS Help Desk Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time

A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The Level 1 Help Desk support determines the initial severity rating for the report. Level 2 and level 3 support may then negotiate with PTC to modify this severity after the report is elevated to them. **Severity level 1 or 2 will require notification to the PTC contact within 30 minutes.**

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)	Service Credit
Business and Financial Exposure				
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.	
Work Outage				
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.	

		requests for information.		
Number of Clients Affected				
This application failure affects the majority of clients.	The application failure affects a large number of clients.	The application failure affects a small number of clients.	The application failure may only affect one or two clients.	
Notification Time – within the defined period of time the contractor shall notify the PTC contact				
Within (.5) hour.	Within (.5) hour.	Within four (4) hours or by the next business day (EST).	Within eight (8) hours or by the next business day (EST).	One (1) day Service Credit
Status Update Frequency				
The maximum acceptable status update time is one (1) hour after initial response time.	The maximum acceptable status update time is four (4) hours.	The maximum acceptable status update time is eight (8) business hours.	The maximum acceptable status update time is 7 calendar days.	One (1) day Service Credit

1.2 Changes to Service Level Agreement

Fixed Applications - Fixed applications and versions implemented during the term of this agreement will move into Contractor’s support model through development and maintenance process. These applications will be incorporated into the inventory of supported applications. Changes to the inventory of hardware (if applicable) and applications and versions supported will be reviewed on a regular basis.

1.3 Processes and Procedures Related to This Agreement

Call Management Process - Contractor’s problem-ticket system will be used by all support team levels to record and track all problem reports, inquiries, or other types of calls received by all levels of support. This will provide the Pennsylvania Turnpike Commission with metrics in regard to EBS Hosting Support efforts.

EBS Task List

Task Name	Task Nomenclature	Required for Production, Test and Training Sites
Hardware Upgrades	Best practice compliance to identify and replace hardware that has been assigned End-of-Support status by the hardware manufacturer <ul style="list-style-type: none"> • Upgraded Server Hardware • Upgraded SQL Server Hardware • Hardware Upgrade Analysis and Planning Document • Updated Network/EBS Hosting site diagrams/documentation • Release notes • Updated Inventory documentation • Task Exit Meeting 	Yes
Software Upgrades	Best practice compliance to identify and replace software that has been assigned End-of-Support status by the software manufacture. <ul style="list-style-type: none"> • Upgraded Windows Server Software • Upgraded SQL Server Software • Software Upgrade Analysis and Planning Document • Updated Network/EBS Hosting site diagrams/documentation • Release notes • Updated Inventory documentation • Task Exit Meeting 	Yes
Application Support and Maintenance	Provide first response technical support services to the cloud or vendor hosted site. <ul style="list-style-type: none"> • Update Analysis and Planning document • System documentation update • Updated Help documentation • Release notes • Task Exit meeting 	Yes

Hosting, Maintenance and Support of Electronic Bidding System

Network Support and Operations	Provide first response support services to all necessary components of the network and operations (SEE APPENDIX F for Network Topology overview). This task will include management of all required servers including SQL servers and network infrastructure as required by RFP.	Yes
Application SMTP Email Services	Provide all necessary services required to support SMTP email between the PTC and its business partners using the EBS Application	Yes
WAN/Internetworking Engineering Support	Provide all necessary services required for Internet and WAN operations as it relates to the operation of the EBS and the vendor response to this RFP	Yes
Software/Hardware configuration and Inventory Support	Provide all necessary services to support the on-going configuration and inventory tracking for software as it relates to the EBS. This includes but is not limited to any PTC purchased software or hardware, licenses for all EBS related software and warranty period for all software/hardware, etc.	Yes
Network Security and Intrusion Detection Monitoring	Provide Network security and intrusion detecting monitoring services for the EBS servers and services.	Yes
Help Desk Support	Provide Help Desk services via phone and email support for EBS using during the hours 8:00AM to 5:00PM, Monday through Friday, except PTC holidays.	Yes
Project Management	Insure adequate project oversight/management to provide task execution that meets established terms and conditions of the contract between the vendor and PTC and in accordance with the SLA.	Yes
License Monitoring and Fees	Provide all required licensing and insure their on-time renewal. PTC will provide licensing for Expedite.	Yes