

REQUEST FOR PROPOSALS FOR

Infrastructure and Security Support and Maintenance Services

ISSUING OFFICE

Pennsylvania Turnpike Commission

Office of Executive Operations, Information Technology Department

RFP NUMBER 17-10340-7879

DATE OF ISSUANCE

August 23, 2017

REQUEST FOR PROPOSALS FOR

17-10340-7879

Infrastructure and Security Support and Maintenance Services

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CALENDAR OF EVENTS

The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest.

Activity	Date	Time
Request for Proposal Issued	August 23, 2017	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturnpike.com	September 7, 2017	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O (<i>Estimate Only</i>)	September 15, 2017	
Due Date for Proposals	September 27, 2017	2:00 PM
Oral Clarifications/Presentations (<i>If necessary</i>)	TBD	TBD
Anticipated Notice to Proceed (<i>Estimate Only</i>)	December 2017	N/A

PART I

GENERAL INFORMATION FOR PROPOSERS

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

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

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

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

I-4. Problem Statement. The Commission is soliciting proposals from information technology firms that can provide the Commission with work order and time and materials based Infrastructure and Security Services as specified by the Commission's Chief Information Officer or designee. Additional details are provided in Part IV.

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

I-6. Contractor Integrity Provisions. Contractor Integrity Provisions will apply to this contract upon award and the awarded vendor(s) 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.paturnpike.com (Doing Business, General Information, 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 subconsultant. 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.

I-8. Subcontracting. Proposers may choose to include subcontractors within their approach to the administration of the resulting master contract. In either case, the following provisions apply:

- The Proposer will remain accountable for all aspects of the resulting contract.
- Any use of subcontractors by a Proposer must be identified in the proposal.

During the contract period use of any subcontractors by the selected Proposer(s) for the administration of the resulting master contracts, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

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.

Inclusion of subcontractors for future work order requests must be identified in accordance with requirements defined in Part IV-3 of this 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 Procurement Schedule of Events. The current Schedule for Key Procurement Dates for this procurement process leading to an award of the Contract is provided in the Calendar of Events, page 1 of this RFP. The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest. All changes to these dates and/ or times up to and including the due date for Proposals will be issued as an addendum to this RFP and will become part of this RFP and will be posted to the Commission's website at <https://www.paturndpike.com/procurement/Bidlist.aspx?rtype=o>.

Unless otherwise notified in writing by the Commission, the dates indicated below for submission of items or for other required actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time and date stated shall cause a Proposer to be disqualified. All times stated are in Harrisburg, PA local time and are subject to change.

I.11. Questions and Answers. There will be no pre-proposal conference for this RFP. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any Commission member, employee, consultant/contractor. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions shall be submitted by email to RFP-Q@paturndpike.com with **RFP 17-10340-7879** in the Subject Line to be received no later than the date and time provided on the Calendar of Events. All questions and written answers will be issued as an addendum to and become part of the RFP and will be posted to the Commission's website at (<http://www.paturndpike.com/procurement/Bidlist.aspx?rtype=0>), approximately on or before the date provided on the Calendar of Events and only if necessary. Proposers shall use the form provided in **Appendix B** to submit the questions.

I-12. 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 (<http://www.paturndpike.com/procurement/Bidlist.aspx?rtype=0>). 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 10 calendar days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible for monitoring advertisements / addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-13. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before the date and time provided on the Calendar of Events. The Commission will **not** accept proposals via email or facsimile transmission.

Overnight Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057
Phone: (717) 831-7429

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
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-14. 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 **complete and exact copies** of the 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-ROM 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-ROM 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 will be numbered.

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

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

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 their 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-15. 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-16. 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-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 on 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. The Commission's Chief Information Officer (CIO) will serve as project executive for this effort. Commission project managers, designated by the CIO, will coordinate the activities for the awarded master contract and will address related issues as necessary. The CIO will have final approval authority for the deliverables produced as a result of future Work Order Request for Proposals (WORFP).

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

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 Commission intends that contract(s) awarded as a result of this RFP will remain in effect for a term of up to five (5) years, with the total of all contracts to not exceed \$5,000,000.00.

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

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

I-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 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 Proposer is responsible for any use of such information not permitted by this Agreement.

The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

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

I-27. Diverse Business (DB) Requirements. Proposer will comply with the DB Requirements as described in **Appendix E – 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, Section II-1, A through G**;
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-3**.

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

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

II-1 Technical Submittal.

A. Proposal Cover Sheet (Appendix C)

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: **Infrastructure and Security Support and Maintenance Services, RFP 17-10340-7879. Appendix C** 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 C** 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 (Limited to two (2) 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 (Limited to four (4) pages)

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

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

E. Personnel (Limited to four (4) pages)

Identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor.

Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations and/or certifications. Resumes should be included as part of the technical submittal of the Proposer's response. Resumes (not to exceed two (2) pages per staff member), are not included in the four-page limit.

Proposer must provide a narrative statement regarding the process for recruiting and qualifying personnel for individual work order efforts. This should include any testing or certification for personnel skillsets.

F. Relevant Experience and Expertise (Limited to six (6) pages)

Provide a narrative statement regarding your service capabilities and experience as related to Part IV of this RFP.

Include the following:

- A statement regarding your understanding of the requirements and your ability to provide applicable services in accordance with the same.
- A description of your firm's experience in providing similar services to other clients, especially other governmental entities and / or similar public / private sector transportation organizations. Include the same information for any subcontractor firms included in your proposal. Describe the business practices that enable you to complete these tasks in an efficient, timely, high quality and expeditious manner.
- Provide five (5) examples of service engagements within the last five (5) years for which your firm or a named subcontractor in this proposal has performed Infrastructure and Security services as defined in Appendix F. Examples should include the start and end dates

of the service as well as the client name. Describe the approach taken in providing the service. Emphasis should be given to Independent/Public Sector organizations and/or Transportation/Tolling client engagements.

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

G. Approach

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

- A description of your firm's standard approach / methodology for planning and managing Infrastructure and Security projects of three to twelve months duration.
- A description of deviations from your standard approach, if any, that you are proposing for this specific initiative. Explain your rationale for any changes.
- A description of the process your firm will employ if awarded a work order. Identify features of that approach which will allow your firm to act expeditiously. Expand upon your firm's access to personnel and other critical resources. Explain how you will staff work orders if your firm does not employ staff with all of the skill sets necessitated by the work order.

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

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

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

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

The Commission's Diverse Business (DB) Requirements are identified in Appendix E. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs is encouraged and will be considered as a criterion in the evaluation of proposals and in the evaluation for any Work Orders issued. In your Diverse Business Participation Submittal in response to this RFP, provide information that identifies DB firms and the roles you anticipate for potential assignments. In addition, provide a commitment to making Good Faith Efforts as defined Appendix E, and provide your firm's approach to utilizing DBs for Work Order opportunities.

II-3. Cost Submittal.

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL, AND ON A CD-ROM OR FLASH DRIVE, SEPARATE FROM THE TECHNICAL SUBMITTAL.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-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.

Proposers must complete **Appendix G, Work Order Resource Rate Ranges.**

Proposers must provide a rate range for each position identified in **Appendix G.** The rate card should depict the maximum fully loaded rates the Proposer would typically charge for each position¹.

- Invoices should be submitted monthly for those months in which activities are performed in relation to a work order. Each WORFP will identify whether costs will be paid on a time and materials or on a receipt of deliverables basis.

The selected Proposer shall only perform work on the Contract after the Effective Date is affixed and the fully executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed, to the selected Proposers, authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under the Contract.

¹ Rates are requested for informational purposes only. Proposers will be required to submit staff information, including proposed hours and rates, in response to specific WORFPs.

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 non-conformities 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 or the firms whose proposals are determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, the firm's Pennsylvania presence or utilization of Pennsylvania-based employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will be made to up to five Proposers determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria.

The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Overall

- a. Demonstrated significant and sufficient depth and breadth of experience of the prime contractor, in collaboration with any named subcontractors, to support the defined requirements for an initiative of this size and scope.
- b. Ability to provide the specialized expertise and experience.
- c. Responsiveness, organization and clarity of the Technical Proposal.
- d. Response of references if the Commission elects to solicit them.

2. Assigned Personnel

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

3. Diverse Business (DB) Requirements. This refers to the inclusion of and approach to utilizing DB firms, as described in Part II-2.

4. Cost

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

PART IV

WORK STATEMENT

IV-1. Objectives.

General.

The objective of this procurement is to provide the Commission with a flexible and timely means of procuring Infrastructure and Security fixed price and time and material based services.

Specific.

Critical components of this general objective include:

- Ability to obtain Infrastructure and Security Services fixed price and time and materials based services from a prequalified supplier(s) with the requisite experience and capacity.

IV-2. Nature and Scope.

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

The staffing and technology firms selected through this RFP will have the means to provide solutions directly or through managed, named subcontractors and meeting the full-breadth of Infrastructure and Security services as specified by the Commission's Chief Information Officer and requested via a Work Order Request for Proposal (WORFP).

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

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

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

- **Tier 2 – Work orders estimated to cost \$250,001 or more:**
 - Solicitation: The Commission must send the WORFP to all awarded Proposers.
 - Evaluation: The Commission will consider the firm’s previous experience, the technical merit of the firm’s response to the WORFP, the proposed total cost of each response provided and inclusion of Diverse Businesses in the response. Inclusion of Diverse Businesses may be measured in terms of total dollars committed or percentage of the total work order committed to Diverse Businesses. Firms shall meet the requirements set forth in the Commission’s Diverse Business Requirements (**Appendix E**). The Commission may choose to meet with proposing firms to discuss responses prior to awarding the work order. The Commission reserves the right to add additional evaluation criteria to individual WORFPs.
 - Restrictions: No renewals or change orders which result in the total of the work order exceeding 110% of its original proposed cost will be allowed.

Following are examples of work scopes that may be requested within future WORFPs. This is not an all-inclusive list but is intended to provide examples.

- Install and configure new Storage solutions into the Commission’s existing infrastructure.
- Support the expansion of use of the Commission’s Office 365 implementation. This could include expanding the use of OneDrive, SharePoint, and/or other components.
- Manage and support the Commission’s use of cloud services including Amazon Web Services and Microsoft Azure. Possibly support other cloud offerings.
- Provide 2nd level end user support by going desk to desk to assist users with a variety of end user issues.
- Conduct periodic computing infrastructure security assessments including but not limited to activities such as penetration tests and vulnerability assessments.
- Conduct forensic investigation and/or data collection services.
- Perform SIEM alert monitoring and remediation assistance.

IV-3. Requirements.

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

- a. Awarded Proposers shall respond to WORFPs within ten business days (unless otherwise noted by the commission in the WORFP) by submitting a proposed cost estimate and project plan.
- b. Awarded Proposers shall respond to WORFPs in the format defined by the Commission in **Appendix H** or in a comparable format including all required data.
- c. WORFP responses shall be limited to the length defined within the individual WORFP.
- d. WORFP responses shall include and define the Proposer’s:
 - i. Understanding of the intent of the work order;
 - ii. Prior experience related to the work to be performed;
 - iii. Proposed personnel to assign to the work order, including any subcontractors to be involved in the engagement;
 - iv. Task plan; and
 - v. Costs, including hourly rates, number of hours proposed, fixed deliverable costs (as applicable), and overall project costs.
- e. WORFP responses shall include client references upon request by the Commission.

- f. Awarded Proposers shall submit all work products to the Commission Chief Information Officer or designee for review and approval.
- g. Awarded Proposers will comply with Commission technical standards, which will be provided with the WORFP.
- h. Awarded Proposers will manage a process for planning, staffing, and deploying project teams to address work orders issued by the Commission.
- i. Awarded Proposers will be responsible for conducting and maintaining current criminal background checks for proposed and active work order project team members.
 - i. Awarded Proposers will submit monthly invoices for those months in which activities are performed in relation to a work order. Monthly invoices for time and materials engagements shall include hours worked by each individual resource during the billing period as well as all applicable materials charges.
 - ii. Monthly invoices for fixed price deliverables based engagements shall include deliverables completed and approved by a Commission designee during the billing period.
- j. Awarded Proposers shall fully cooperate with Commission employees and other contractors with whom the Commission may undertake or award other contracts for additional or related work. Awarded Proposers shall coordinate Services with such additional work as may be required. Awarded Proposers shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commission employees.
- k. Awarded Proposers shall not publish any of the results of awarded work efforts without the written permission of the Commission. The publication shall include the following statement: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Pennsylvania Turnpike Commission.” The Awarded Proposer shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commission with written permission of the copyright owner.
- l. The Commission shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commission as part of the performance of awarded work efforts.
- m. Whenever the Awarded Proposer(s) encounters any difficulty that delays or threatens to delay the timely performance of awarded work (including actual or potential labor disputes), the Awarded Proposer(s) shall promptly give notice thereof in writing to the Commission stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commission of any rights or remedies to which it is entitled by law or pursuant to provisions of the Contract resulting from this RFP. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

IV-4. Tasks.

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

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

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

IV-5. Inspection and Acceptance.

This section describes the process by which Deliverables will be inspected and accepted.

- a. Acceptance of Developed Materials for awarded work will occur in accordance with the Deliverable Approval Plan submitted by the awarded Proposer and approved by the Commission. Upon approval of the plan by the Commission, the Deliverable Approval Plan becomes part of the Contract resulting from this RFP. The Deliverable Approval Plan must include an Acceptance Test Plan, inclusive of a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of the awarded work. The awarded Proposer shall notify the Commission when the deliverable is completed and ready for acceptance testing. The Commission will not unreasonably delay commencement of acceptance testing.
 - 1) For Projects that require software integration at the end of the awarded work, as set out in the individual WORFP, the Commission's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.
 - 2) For Projects that do not require software integration at the end of the awarded work as set out in the individual WORFP, the Commission's acceptance of a deliverable or milestone shall be complete and final.
- b. Awarded Proposer shall certify, in writing, to the Commission when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commission, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commission of awarded Proposer certification of completion of a particular milestone, the Commission shall, subject to Section IV-5. (a) either: (1) provide the awarded Proposer with Commission's written acceptance of the Developed Materials in the completed milestone, or (2) identify to awarded Proposer, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- c. If the Commission fails to notify the awarded Proposer in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
- d. If the Developed Materials do not meet an accessibility standard, the awarded Proposer must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commission may either waive the requirement as not applicable to the Commission's business requirements or require that the

awarded Proposer provide an acceptable alternative. Any Commission waiver of the requirement must be in writing.

- e. Upon the awarded Proposer's receipt of the Commission's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the awarded Proposer shall have fifteen (15) business days, or such other time as the Commission and awarded Proposer may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commission, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commission shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commission shall provide the awarded Proposer with its acceptance of the Developed Materials in the completed milestone.
- f. If, in the opinion of the Commission, the corrected Developed Materials still contain material failures, the Commission may either:
 - (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights to terminate with 30 days written notice.

IV-6. Reports and Project Control.

The awarded Proposer will be expected to provide the following project control reports and documentation.

- Status Report. A monthly progress report covering activities, problems, and recommendations for each in-progress work order.
- Quarterly Contract Report. A quarterly report identifying the current projects, project costs to date, total project estimate, and DB spend. This report is due within 10 business days of the end of each fiscal year quarter.
- Annual Report. An annual report due within 30 days of the Commission Fiscal Year End (May 31 of each year) which indicates the total number WORFP responses, total number of awards, and total invoices submitted for the fiscal year.

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2017, between the **Pennsylvania Turnpike Commission** (“**COMMISSION**”), an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

AND

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

WITNESSETH:

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

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

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

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

Contractor’s Scope of Work

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

Commission’s Responsibilities

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

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

Compensation

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

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

Duration of Agreement

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

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

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

Termination

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

Insurance

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

Diverse Business (DB) Requirements

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

Assignment and Delegation

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

Governing Law

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

Observance of Laws

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

Work for Hire

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

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

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

Virus, Malicious, Mischievous or Destructive Programming

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

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

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

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

Liquidated Damages

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

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

Audit/Retention of Records

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

Dispute Resolution

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

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

Indemnification

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

engaged in performing the work of this Agreement or while present on the **COMMISSION's** premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

Contractor Integrity Provisions

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

Confidentiality Provisions

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

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

a) to require all of its employees to maintain confidentiality;

b) to prosecute its employees, officers, and subcontractors for any and all violations of this Agreement;

c) to keep such agreements in full force and effect;

d) to obtain from the **COMMISSION** its approval, which shall not be unreasonably withheld, of the terms of such agreements; and

e) to permit the **COMMISSION** to inspect such agreements and other documents for compliance with these requirements.

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

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

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

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

7. **CONTRACTOR** agrees to immediately notify the **COMMISSION** of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information.

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

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

Entire Agreement

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

Modification

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

[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]

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

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edmunds
Assistant Secretary-Treasurer

Date

Leslie S. Richards
Chair

Date

APPROVED AS TO FORM AND LEGALITY:

Albert C. Peters II
General Litigation & Contracts Counsel

Date

Pennsylvania Attorney General

Date

ATTEST:

(Contractor Name)

Signature_____

Date

Signature_____

Date

Name_____

Name_____

Title_____

Title_____

Federal Tax ID No._____

CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

- 1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.

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

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause

the Contractor's certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of 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.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		Proposer Name:			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

APPENDIX C – PROPOSAL COVER SHEET
Pennsylvania Turnpike Commission
Infrastructure and Security Support and Maintenance Services
RFP# 17-10340-7879

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

Proposer Information:	
Proposer Company 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

Before starting any work and until completion and final payment is made for the work, or 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. Contractor shall furnish Certificates of Insurance showing the effective date of coverage as outlined below. No work may be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. Contractor shall be responsible for ensuring that all Subcontractors hired by the Contractor are properly insured. Contractor shall not permit any such Subcontractors to start work until such evidence has been provided to the Contractor.

- 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 \$50,000, 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, except for Professional Liability Insurance, shall be written on an "occurrence" basis.
- 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.

If 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.

- e) Contractor shall provide the Commission with Certificates of Insurance, showing 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.

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.

The Pennsylvania Turnpike Commission

Upon completion of the contract, an additional certificate(s) of insurance evidencing coverage shall be provided to the Commission with final application for payment.

- f) The Commission, and its Commissioners, officers, employees and agents shall be added as ADDITIONAL INSUREDS on all required liability policies (except Workers' Compensation and Professional Liability) for ongoing operations and completed operations on a primary noncontributory basis.

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

- 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 required insurance (except Professional Liability).
- h) The amount of insurance in the required coverages shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described below 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 required by the Commission but 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 contract. The Contractor shall forward such documents received to its 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

The Pennsylvania Turnpike Commission

- c) Includes sole proprietorships and officers of corporation who will be performing the work.

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

3. **Automobile Liability:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If Contractor does not have any Owned Vehicles, Contractor is 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

4. **Commercial Umbrella Liability:**

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
- b) Minimum Limits of Liability
 - Occurrence Limit: \$4,000,000
 - Aggregate Limit (where applicable): \$4,000,000

5. **Professional Liability:**

- a) The definition of "Covered Services" shall include the services required in the scope of this contract.
- b) Minimum Limits of Liability:
 - Per Claim: \$2,000,000
 - Aggregate: \$2,000,000
- c) If the policy is issued on a claims-made form, the following requirements will apply:
 - 1. The retroactive date must be on or before the start of work under this contract;
 - 2. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years after the completion of their work/final payment.

The Pennsylvania Turnpike Commission

6. **Network Security and Privacy Liability:**

- a) Contractor shall maintain the following coverage including but not limited to:
 - (1) Network Security Liability for third party liability arising out of hacking, network system intrusions, unauthorized access/use to data or systems, distribution of malicious code, denial of service and cyber extortion.
 - (2) Privacy Liability for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and /or protected health information that may arise from their work with this contract.
- b) Minimum Limits of Liability (including Payment Card Information (PCI) Loss):

Per Claim:	\$2,000,000
Aggregate:	\$2,000,000
- c) Privacy Breach notification and Credit Monitoring: \$1,000,000 Per Occurrence

7. **Crime Insurance:**

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

8. **Property Coverage/Installation Floater (if applicable):**

- a) Contractor shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site), damage to property in the course of installation and while in transit to the installation site.
- b) Coverage shall be equal to the full replacement cost of the equipment or materials being installed. Coverage shall also be provided for any ensuing loss of Business or Rental Income.

APPENDIX E - RFP 17-10340-7879
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.

Appendix F – Sample Infrastructure and Security Work Order Category Descriptions

Pennsylvania Turnpike Commission Infrastructure and Security Support and Maintenance Services RFP# 17-10340-7879

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

Server Infrastructure Support

Support of server operating systems and server management software.

- **Active Directory** – configuration and maintenance of Active Directory systems including Group Policy, DNS, DHCP, ADFS and all Active Directory Domain Services.
- **VMWare ESX Server** – configuration and management of the VMWare ESX operating system version 5.5 and above utilizing VMWare Virtual Center 5.5 and above.
- **VMWare Horizon / Microsoft RDS** - configuration and management of VMWare Horizon virtual desktop systems and Microsoft RDS applications that are delivered using Horizon.
- **Cloud Infrastructure as a Service (IAAS)** – deployment and management of servers that are hosted included but not limited to Microsoft Azure or Amazon Web Services (AWS).
- **Microsoft Windows Server** – installation, management, and support of Windows Server 2012 R2 and newer.
- **Microsoft SQL Server** - installation, management, monitoring, and support of Microsoft SQL Server 2012 and newer.
- **Security Infrastructure** – Layered security approach including support, upgrades, architectural design and configuration of F5, Cisco ASA, LogRhythm, Carbon Black, CheckPoint and Bluecoat security appliances.

Infrastructure and End Point Application Support

Support of application systems which includes installation, configuration, maintenance, and end user support.

- **Microsoft Exchange** – provide support for Microsoft Exchange 2010 (or newer) email which includes a highly available hybrid configuration that is integrated with Office 365.
- **Office 365** – support configuration and management of email hosted in Office 365
- **Microsoft System Center Configuration Manager (SCCM)** – provide configuration and maintenance of existing SCCM system. Includes the packaging, deployment, and management of all desktop software, Microsoft security patches, and desktop/laptop images.
- **VEEAM** – support backup and restore of server and application systems.
- **SolarWinds Orion** – support, configuration, and management of SolarWinds Orion application suite including Network Performance Monitor (NPM), Server and Application Monitor (SAM), Virtualization Manager, Web Performance Monitor (WPM), and IP Address Manager (IPAM).
- **Onbase** – Support, configuration and management of hosted Onbase document management system.

Appendix F – Sample Infrastructure and Security Work Order Category Descriptions

Pennsylvania Turnpike Commission Infrastructure and Security Support and Maintenance Services RFP# 17-10340-7879

- **Carbon Black** – Endpoint protection platform including defense, response and protection modules. Configuration, tuning and investigations.
- **LogRhythm** – Log Management and Security Incident and Event Management solution (SIEM). Configuration, investigation, tuning, training and 3rd party monitoring.
- **EnCase** – Workstation forensic software. Assistance with tuning, upgrades and investigations.

Security Services

- **Managed Security** – Provide support during investigations, security breaches, data collection and related forensic services;
- **Log Analysis** – Review security event logs for additional insight and expertise on potential threats and/or computer activity;
- **Remote Monitoring** - Provide remote alerting and monitoring of security tools including but not limited to SIEM (e.g. LogRhythm, QRadar), end point protection (e.g. Carbon Black, Trend Micro) and Cloud Access Security Broker (CASB's such as Blue Coat, BitGlass, SkyHigh);
- **Security Leadership** – Act as CISO or virtual CISO to lead security team;
- **Security Training** - Provide end user training (remote/in person/recorded) on current infosec topics such as phishing emails, end user best practices for security company information and assets. Conduct email phishing exercises.

Infrastructure/Security Advisory Services

- **Infrastructure and Security** – Assist in infrastructure and security architecture design, planning, and validation.

Storage Infrastructure Support

Support of all PTC storage systems including configuration and maintenance of iSCSI and NFS/CIFS file systems

- **Netapp Storage Area Network (SAN)** – support the existing Netapp SAN including the iSCSI and CIFS protocol. Experience in 7-mode is required.
- **Tintri Storage Area Network (SAN)** – support existing Tintri SAN

Communications Support

Execute and manage IT communications projects including design, engineering, and implementation, support or consulting of new or existing systems. These services may be connected with upgrades, enhancements, deployments, troubleshooting or support of the following technologies:

- **Local & Wide Area Networks** – Routing, Switching, Wi-Fi, WAN Compression, Software Defined Networking (SDN), Virtual Networking Services (VNS), Multi-Cast,
- **Wireless communications** – Point - Point (i.e. Microwave, Wi-Fi bridge), Point - Multi Point, Mesh, Broadcast, Land Mobile Radio (LMR) / PTT Voice - (public safety radio), Wi-Fi, licensed

Appendix F – Sample Infrastructure and Security Work Order Category Descriptions

Pennsylvania Turnpike Commission Infrastructure and Security Support and Maintenance Services RFP# 17-10340-7879

and un-licensed frequencies. Line of Site (LOS), Link feasibility engineering, FCC Regulatory Services (Licensing) or RF Site Survey for above technologies.

- **Unified communications (UC)** – Voice (including IP telephony), Web & video conferencing, Instant messaging (chat), Presence information, Mobility features (including extension mobility and single number reach), Audio, Intercom

Video Support – Support current PTC security and traffic cameras (e.g. Bosch)

- **Mobile and Stationary Cameras** – Provide support for PTC security and traffic cameras, both mobile and stationary (e.g. building, gantry, pole) including installation and trouble shooting.
- **Video Management** – Support the video management system (e.g. Genetec) including but not limited to video analytics, configuration, architecture, and future design/implementation.

End User Support

End User support refers to a wide range of services provided to users of technology products such as PC's, mobile devices, printers, AV equipment and the associated software. End User Support works to resolve customer incidents and provides guidance / training where applicable. Technical support may be delivered in person, over the phone, via remote control or through a self-service portal where users can enter an incident or take advantage of a technical knowledgebase.

- **Personal Computing** - Deployment and support of hardware, operating system, peripherals, and associated software. (Windows 7/10, VMware)
- **Mobile Device Management**– Deployment and support of flip phones, Smartphones, Tablets (Windows, iOS, Android / Airwatch).
- **Print, Fax, Scanning** – Deployment and support of printers and Multi-Function Devices (MFD)
- **AV Systems** – Design and Support for audio and video conferencing, content sharing, and multimedia hardware.

INSTRUCTIONS TO PROPOSERS:

1. This data is requested for evaluation purposes only. Awarded Proposers will be required to provide specific rates in response to individual work order requests for proposals (WORFP).
2. This is not intended to be an all-inclusive list. It is both possible and probable that additional position types will be required to perform work order based application services over the duration of the contract. Additional positions may be added to this worksheet at the discretion of the Proposer. When required, additional positions will be identified within WORFPs and/or negotiated to be added to the contractor(s) rate card.
3. All yellow fields on sheet "AppH Resource Rates" must be filled out completely.
4. Rates are inclusive of all vendor expenses billable to the PTC. Expenses should not be more than 10% of the rate provided.
5. The not-to-exceed rates will become part of the resulting contract for awarded suppliers.
6. The "Comparable Position Title" and "Comparable Position Description" should identify the comparable information within the firm's structure and the title which will be utilized in response to future WORFP's by awarded suppliers.
7. Save the workbook and provide it as part of your cost submittal as defined within the Request for Proposals.

Proposers Name:				
Position Title	Description	Comparable Position Title	Fully Loaded Low-end Rate	Fully Loaded NTE Rate
Project Manager	Individual with between 2 and 5 years experience managing large classes of IT-related items, including planned initiatives, projects, and ongoing IT services, enabling measurement and objective evaluation of work efforts			
Business Analyst	Individual with between 2 and 5 years of experience in identifying business needs and determining solutions to business problems, often a system development component, process improvement, organizational change, or strategic planning and policy development.			
Technical Writer	Individual with between 2 and 5 years of experience in writing technical instructional materials such as documentation, instructions, and product descriptions.			
Infrastructure Architect	Individual with 5-10 years designing and incorporating new services into a complicated infrastructure containing systems already defined within the RFP			
Microsoft Exchange Administrator	Individual with 3-5 years administering a Microsoft Exchange on premise environment.			
Microsoft O365 Administrator	Individual with 3-5 years administering a Exchange within O365.			
VMWare Administrator	Individual with 3-5 years administering VMWare.			
Storage / Backup Administrator	Individual with 3-5 years administering storage and backup solutions previously mentioned within RFP			
SQL Database Administrator	Individual with 3-5 years administering Microsoft SQL Server			
Windows Server Engineer	Individual with 3-5 years administering and configuring Windows Server			
LAN/WAN Communications Engineer	Individual with 3-5 years administering and configuring a complicated LAN/WAN Communications infrastructure described within the RFP			
LAN/WAN Architect	Individual with 5-10 years designing and incorporating new services into a complicated AN/WAN Communications infrastructure containing systems already defined within the RFP			
Wireless Communications Engineer	Individual with 3-5 years administering and configuring Wireless Communications			
Wireless Communications Architect	Individual with 5-10 years designing and incorporating new services into a complicated Wireless Communications infrastructure containing systems already defined within the RFP			
Unified Communications Engineer	Individual with 3-5 years administering and configuring Unified Communications.			
Unified Communications Architect	Individual with 5-10 years designing and incorporating new services into a complicated Unified Communications infrastructure containing systems already defined within the RFP			
Fiber Communications Engineer	Individual with 5-7 years designing and configuring Fiber networks.			
Technical Documentation Specialist				
Service Desk Analyst	Individual with 2-3 years answering end user support calls			
Mobile Device Specialist	Individual with 2-3 years configuring mobile devices with a corporate infrastructure.			
AV Specialist	Individual with 2-3 year configuring AV devices within a corporate infrastructure.			
Security Engineer	Individual with 3-5 years experience installing, configuring, maintaining network security appliances in a corporate environment including firewalls, IPS/IDS, Load Balancer, Proxy and Reverse Proxy.			
Penetration Tester	Individual with 3-5 years experience performing penetration testing in a corporate environment using current pen testing tools and testing methodologies.			
Forensics Expert	Individual with 5-7 years experience collecting, preserving, analyzing digital forensic evidence from various electronic sources using common forensic tools such as EnCase.			
Security Analysts	Individual with 1-3 years of experience in performing security tasks including but not limited to security event monitoring, investigations, incident documentation, red-teaming, security assessments, penetration testing, vulnerability scanning and policy writing.			
Virtual ciso	Individual with 5-7 years experience supporting a corporate organization in the capacity of a chief information security officer (CISO) either on-premise or remote (virtual).			
Malware engineer	Individual with 5-7 years experience in reverse engineering malicious code and software using practical tools and methods.			
Records Retention Specialist	Individual with 3-5 years experience in architecting, managing and supporting a records retention program including various media types such as paper and digital records.			
BlueCoat Engineer	Individual with 3-5 years in architecting, designing, implementing and supporting BlueCoat SG Appliances in a corporate environment.			
SIEM Engineer	Individual who has 3-5 years of experience in designing, implementing and supporting Log Management and SIEM solutions including LogRhythm. Experience in RegEx statement writing a plus.			
Vulnerability Remediation specialist	Individual with 1-3 years of experience in using commercially available vulnerability scanning tools to perform scans, interpret the results and develop remediation plans.			
Security Coder	Individual with 3-5 years experience in coding and developing software solutions, scripts, automation using common programming and scripting languages such as python and powershell.			
Security Architect	Individual with 5-10 years experience architecting security solutions and designing and implementing corporate information layered security strategies.			

Appendix H - SAMPLE WORFP Response Template

Pennsylvania Turnpike Commission Infrastructure and Security Support and Maintenance Services RFP# 17-10340-7879

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

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