



FULLY EXECUTED
Contract Number: 4400024749
Original Contract Effective Date: 10/22/2021
Valid From: 01/01/2022 To: 12/31/2025

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: **Danner Shawn**
Phone: 717-787-8085
Fax:

Your SAP Vendor Number with us: 425571

Supplier Name/Address:
OST INC
5000 RITTER RD STE 105
MECHANICSBURG PA 17055-6922 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 202-466-8099
Supplier Fax Number: 202-466-8117

Contract Name:
IT Staff Augmentation Services

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Temporary IT Staffing services	0.000	Hour	0.00	1	0.00
2	Travel, Food and Lodging	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Supplier Name:
OST INC

Header Text

1/16/2024 - Contract Renewal #2 has been exercised. Contract renewed for 1 year (1/1/2025 - 12/31/2025). SD

9/28/2023 - Contract Renewal #1 has been exercised. Contract renewed for 1 year (1/1/2024 - 12/31/2024). SD

9/25/2023 - Contract end date changed due to error during initial contract set up.

8/28/2023 - Commodity Specialist changed to Shawn Danner

The Contractor is OST, Inc.

This Contract shall be used for short term engagements for IT staffing resources.

The Commonwealth may renew the Contract for up to an additional three (3) one (1) year renewals. Renewal terms may be executed in single or multiple year terms.

The Contractor's vendor management system ("VMS"), PeopleFluent, shall be used to request resources, develop requirements, monitor and approve timesheets, and run reports.

This Contract has a fixed rate card. Please refer to the MSCC/MDM catalog for the latest rates.

COSTARS members and public procurement units ("piggybacking") are permitted through this Contract.

No further information for this Contract

Information:



DATE: 1/12/2024

OST, INC.
2101 L ST NW STE 800
Washington, District of Columbia 20037

SUBJECT: Renewal of Contract: IT Staff Augmentation
Contract Number: **4400024749**
Term of Renewal: **1/1/2025 – 12/31/2025**

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter and return it via e-mail to the e-mail address listed below no later than **01/19/2024**.

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

Shawn Danner
717-787-8085
shdanner@pa.gov

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes No

Signature  Title Sr. Contracts Manager

Date 1/15/2024

(Person signing this renewal agreement must have the power to bind their company by their signature.)



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Purchasing Agent

Name: **Danner Shawn**
Phone: 717-787-8085
Fax:

Your SAP Vendor Number with us: 425571

Supplier Name/Address:
OST INC
5000 RITTER RD STE 105
MECHANICSBURG PA 17055-6922 US

Please Deliver To:

To be determined at
the time of the Purchase Order
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Supplier Phone Number: 202-466-8099

Supplier Fax Number: 202-466-8117

Contract Name:
IT Staff Augmentation Services

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General Requirements for all Items:

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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9/28/2023 - Contract Renewal #1 has been exercised. Contract renewed for 1 year (1/1/2024 - 12/31/2024. SD

9/25/2023 - Contract end date changed due to error during initial contract set up.

8/28/2023 - Commodity Specialist changed to Shawn Danner

The Contractor is OST, Inc.

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This Contract has a fixed rate card. Please refer to the MSCC/MDM catalog for the latest rates.

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No further information for this Contract

Information:



DATE: 9/27/2023

OST, INC.
2101 L ST NW STE 800
Washington, District of Columbia 20037

SUBJECT: Renewal of Contract: IT Staff Augmentation
Contract Number: **4400024749**
Term of Renewal: **1/1/2024 – 12/31/2024**

Dear Contractor:

Per the terms of the above referenced contract, the Commonwealth is considering exercising the renewal options contained within the Contract.

We are, therefore, requesting your concurrence to renew the above referenced Contract. If you agree to the renewal, please complete the bottom section of this letter and return it via e-mail to the e-mail address listed below no later than **09/29/2023**.

If the Commonwealth renews the contract, the Bureau will issue a revised contract document to reflect the renewed contract period.

Thank you for your immediate response. If you have any questions, please feel free to contact me.

Shawn Danner
717-787-8085
shdanner@pa.gov

I agree to the renewal of the above referenced Contract for the above stated Term of Renewal. All terms and conditions remain the same as in the current contract.

Yes No

Signature  Title Sr. Contracts Manager

Date 27 September 2023

(Person signing this renewal agreement must have the power to bind their company by their signature.)



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Purchasing Agent

Name: **Danner Shawn**
Phone: 717-787-8085
Fax:

Your SAP Vendor Number with us: 425571

Supplier Name/Address:
OST INC
5000 RITTER RD STE 105
MECHANICSBURG PA 17055-6922 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 202-466-8099

Supplier Fax Number: 202-466-8117

Contract Name:
IT Staff Augmentation Services

Payment Terms
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General Requirements for all Items:

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Supplier's Signature _____

Title _____

Printed Name _____

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Name: **Danner Shawn**
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Purchasing Agent

Name: **Brown Janis**

Phone: 717-346-3829

Fax: 717-783-6241

Your SAP Vendor Number with us: 425571

Supplier Name/Address:

OST INC
5000 RITTER RD STE 105
MECHANICSBURG PA 17055-6922 US

Supplier Phone Number: 202-466-8099

Supplier Fax Number: 202-466-8117

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Information:

**CONTRACT
FOR
IT Staff Augmentation Services**

THIS CONTRACT for the provision of **IT Staff Augmentation Services** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services, and **OST Inc. ("Contractor")**.

WHEREAS, the Department of General Services (DGS) issued a Request For Proposals for the provision of **IT Staff Augmentation Services** for the Commonwealth, RFP No. **6100048933** ("RFP"); and

WHEREAS, Contractor submitted a proposal in response to the RFP;

WHEREAS, Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFP process;

WHEREAS, in response to the DGS BAFO request, Contractor submitted a BAFO Cost Submittal;

WHEREAS, DGS determined that Contractor's proposal, as revised by its BAFO Cost Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, **Department of General Services** and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **IT Staff Augmentation Services** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, **Department of General Services** and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **IT Staff Augmentation Services** as more fully defined in the RFP, to the Commonwealth.
2. Contractor agrees to provide the **IT Staff Augmentation Services** listed in its BAFO Cost Submittal which is attached hereto as **Exhibit C** and made a part hereof, at the prices listed for those items in **Exhibit C**.
3. Contractor agrees to meet and maintain its commitments to Small Diverse Businesses made in its Small Diverse Business Participation Submittal, attached hereto as **Exhibit D** and made a part hereof. The Contractor shall submit any proposed change to a Small Diverse Business commitment to the Department of General Services' Bureau of Diversity Inclusion and Small Business Opportunities

(“BDISBO”), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS’s PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect.

4. Contractor agrees to meet and maintain its commitments to Veteran Business Enterprises made in its Veteran Business Enterprise Participation Submittal, attached hereto as **Exhibit E** and made a part hereof. The Contractor shall submit any proposed change to a Veteran Business Enterprise commitment to the Department of General Services’ Bureau of Diversity Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete Monthly Utilization Reports within DGS’s PRiSM Compliance Management System within ten (10) workdays at the end of each calendar month that the Contract is in effect.
5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a. The Contract document contained herein.
 - b. The Contract Terms and Conditions contained in the RFP, which is attached hereto as **Exhibit A** and made part of this Contract.
 - c. The Final Negotiated Technical Clarifications, including the Requirements for Non-Commonwealth Hosted Applications/Services which is attached hereto as **Exhibit B** and made part of this Contract.
 - d. The Contractor’s BAFO Cost Submittal which is attached hereto as **Exhibit C** and made a part hereof.
 - e. The Contractor’s Small Diverse Business Participation Submittal, which is attached hereto as **Exhibit D** and made a part hereof.
 - f. The Contractor’s Veteran Business Enterprise Participation Submittal, which is attached hereto as **Exhibit E** and made a part hereof.
 - g. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as **Exhibit F** and made a part hereof.
 - h. The Contractor’s Technical Submittal, which is attached hereto as **Exhibit G** and made a part hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this Contract below. Execution by the Commonwealth is described in the Contract Terms and Conditions.

Witness:


CONTRACTOR:

By:  _____
Vice President

By:  _____
Sr. Contracts Manager

Brian Cole / September 22, 2021
Printed Name/Date

Eric Moe / 22 September 2021
Printed Name/Date

 _____
Federal I.D. Number

COMMONWEALTH OF PENNSYLVANIA
Department of General Services

By: To be obtained electronically _____
Agency Head/Designee Date
Title

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically _____
Office of Chief Counsel Date

To be obtained electronically _____
Office of General Counsel Date

To be obtained electronically _____
Office of Attorney General Date

APPROVED:

To be obtained electronically _____
Comptroller Date

Exhibit A – Contract Terms and Conditions

1. DEFINITIONS.

- (a) Agency. The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this Contract, that entity shall also be identified as “Agency.”
- (b) Commonwealth. The Commonwealth of Pennsylvania.
- (c) Contract. The integrated documents as defined in **Section 11, Order of Precedence**.
- (d) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (e) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (f) Days. Calendar days, unless specifically indicated otherwise.
- (g) Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the Commonwealth in fulfillment of the requirements of this Contract, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in **Section 46, Ownership of Developed Works**.
- (h) Documentation. All materials required to support and convey information about the Services or Supplies required by this Contract, including, but not limited to: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and/or other machine-readable storage media.
- (i) Expiration Date. The last valid date of the Contract, as indicated in the Contract documents to which these IT Contract Terms and Conditions are attached.
- (j) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.
- (k) Proposal. Contractor’s response to a Solicitation issued by the Issuing Agency, as accepted by the Commonwealth.

- (l) Services. All Contractor activity necessary to satisfy the Contract.
- (m) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (n) Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (o) Supplies. All tangible and intangible property including, but not limited to, materials and equipment provided by the Contractor to satisfy the Contract.

2. TERM OF CONTRACT.

- (a) Term. The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- (b) Effective Date. The Effective Date shall be one of the following:
 - (i) the date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or
 - (ii) the date stated in the Contract, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

- (a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:
 - (i) the Effective Date has occurred; and
 - (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.
- (b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. EXTENSION OF CONTRACT TERM.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to **three (3) months** upon the same terms and conditions.

5. ELECTRONIC SIGNATURES.

- (a) The Contract and/or Purchase Orders may be electronically signed by the Commonwealth.
 - (i) *Contract.* “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.
 - (ii) *Purchase Orders.* The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
 - (i) *Written signature not required.* No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (ii) *Validity; admissibility.* The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, or acknowledgement issued electronically, under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement executed or issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Verification. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

6. PURCHASE ORDERS.

- (a) Purchase Orders. The Commonwealth may issue Purchase Orders against the Contract or issue a Purchase Order as the Contract. These Purchase Orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to, and including, the Expiration Date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
- (b) Electronic transmission. Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a Purchase Order shall require acknowledgement of receipt of the transmission by the Contractor.
- (c) Receipt. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of a Purchase Order.
- (d) Received next business day. Purchase Orders received by the Contractor after 4 p.m. will be considered received the following business day.
- (e) Commonwealth Purchasing Card. Purchase Orders under \$10,000 in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Purchasing card.

7. CONTRACT SCOPE.

The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in this Contract.

8. ACCESS TO COMMONWEALTH FACILITIES.

If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access.

9. NON-EXCLUSIVE CONTRACT.

The Commonwealth reserves the right to purchase Services and Supplies within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

10. INFORMATION TECHNOLOGY POLICIES.

- (a) General. The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (located at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy. The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.
- (b) Waiver. The Contractor may request a waiver from an Information Technology Policy (ITP) by providing detailed written justification as to why the ITP cannot be met. The Commonwealth may waive the ITP in whole, in part or conditionally, or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

11. ORDER OF PRECEDENCE.

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) The documents containing the parties' signatures;
- (b) The IT Contract Terms and Conditions;
- (c) The Solicitation; and
- (d) The Proposal.

12. CONTRACT INTEGRATION.

- (a) Final contract. This Contract constitutes the final, complete, and exclusive Contract between the parties, containing all the terms and conditions agreed to by the parties.
- (b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) Conditions precedent. There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) Sole applicable terms. No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

- (e) Other terms unenforceable. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms may be accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Contract merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Contract. Any terms imposed upon the Commonwealth or a user in contravention of this subsection (e) must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.

13. PERIOD OF PERFORMANCE.

The Contractor, for the term of this Contract, shall complete all Services and provide all Supplies as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any Services or Supplies provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services or Supplies.

14. INDEPENDENT PRIME CONTRACTOR.

- (a) Independent contractor. In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.
- (b) Sole point of contact. The Contractor will be responsible for all Services and Supplies in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15. SUBCONTRACTS.

The Contractor may subcontract any portion of the Services or Supplies described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an un-redacted copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause,

to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

16. OTHER CONTRACTORS.

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees and coordinate its Services and/or its provision of Supplies with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

17. ENHANCED MINIMUM WAGE.

- (a) Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
 - (ii) covered by a collective bargaining agreement;
 - (iii) required to be paid a higher wage under another state or federal law governing the services, including the *Prevailing Wage Act* and Davis-Bacon Act; or
 - (iv) required to be paid a higher wage under any state or local policy or ordinance.

- (d) Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

18. COMPENSATION.

- (a) General. The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and Services performed to the satisfaction of the Commonwealth.
- (b) Travel. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended](#), *Commonwealth Travel Policy*, and [Manual 230.1](#), *Commonwealth Travel Procedures Manual*.

19. BILLING REQUIREMENTS.

- (a) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:
 - (i) Vendor name and “Remit to” address, including SAP Vendor number;
 - (ii) Bank routing information, if ACH;
 - (iii) SAP Purchase Order number;
 - (iv) Delivery Address, including name of Commonwealth agency;

- (v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include Purchase Order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) If an invoice does not contain the minimum information set forth in this section, and comply with the provisions located at <https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>, relating to the Commonwealth E-Invoicing Program, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

20. PAYMENT.

- (a) Payment Date. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
- (i) the date on which payment is due under the terms of the Contract;
 - (ii) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or
 - (iii) the payment date specified on the invoice if later than the dates established by [paragraphs \(a\)\(i\) and \(a\)\(ii\)](#), above.
- (b) Delay; Interest. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to interest penalties for late payments to qualified small business concerns).

- (c) Payment should not be construed by the Contractor as acceptance of the Service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

21. ELECTRONIC PAYMENTS.

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- (b) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- (c) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

22. ASSIGNABILITY.

- (a) Subject to the terms and conditions of this section the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the

Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

- (f) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

23. INSPECTION AND ACCEPTANCE.

- (a) Developed Works and Services.
 - (i) *Acceptance.* Acceptance of any Developed Work or Service will occur in accordance with an acceptance plan (Acceptance Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Acceptance Plan by the Commonwealth, the Acceptance Plan becomes part of this Contract.
 - (ii) *Software Acceptance Test Plan.* For contracts where the development of Software, the configuration of Software or the modification of Software is being inspected and accepted, the Acceptance Plan must include a Software Acceptance Test Plan. The Software Acceptance Test Plan will provide for a final acceptance test, and may provide for interim acceptance tests. Each acceptance test will be designed to demonstrate that the Software conforms to the functional specifications, if any, and the requirements of this Contract. The Contractor shall notify the Commonwealth when the Software is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (iii) If software integration is required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be final unless at the time of final acceptance, the Software does not meet the acceptance criteria set forth in the Contract.
 - (iv) If software integration is not required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be complete and final.
 - (v) *Certification of Completion.* The Contractor shall certify, in writing, to the Commonwealth when an item in the Acceptance Plan is completed and ready for acceptance. Unless otherwise agreed to by the Commonwealth in the Acceptance Plan, the acceptance period shall be **10 business days** for interim items and **30 business days** for final items. Following receipt of the Contractor's certification of completion of an item, the Commonwealth shall, either:

- (1) Provide the Contractor with Commonwealth’s written acceptance of the work product; or
 - (2) Identify to the Contractor, in writing, the failure of the work product to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (vi) *Deemed Acceptance.* If the Commonwealth fails to notify the Contractor in writing of any failures in the work product within the applicable acceptance period, the work product shall be deemed accepted.
- (vii) *Correction upon Rejection.* Upon the Contractor’s receipt of the Commonwealth’s written notice of rejection, which must identify the reasons for the failure of the work product to comply with the specifications, the Contractor shall have **15 business days**, or such other time as the Commonwealth and the Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected item, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the items have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted items and certification, the Commonwealth shall have **30 business days** to test the corrected items to confirm that they are in compliance with the specifications. If the corrected items are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the items in the completed milestone.
- (viii) *Options upon Continued Failure.* If, in the opinion of the Commonwealth, the corrected items still contain material failures, the Commonwealth may either:
- (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under **Section 28, Termination**, except that the cure period set forth in **Subsection 28(c)** may be exercised in the Commonwealth’s sole discretion.
- (b) Supplies.
- (i) *Inspection prior to Acceptance.* No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies.
 - (ii) *Defective Supplies.* Any Supplies discovered to be defective or that fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance

with the specifications were not reasonably ascertainable upon the initial inspection.

- (1) The Contractor shall remove rejected item(s) from the premises without expense to the Commonwealth within **15 days** after notification.
- (2) Rejected Supplies left longer than **30 days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies.
- (3) Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth may procure, in such manner as it determines, supplies similar or identical to the those that Contractor failed, neglected or refused to replace, and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

24. DEFAULT.

The Commonwealth may, subject to the provisions of **Section 25, Notice of Delays**, and **Section 66, Force Majeure**, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in **Section 28, Termination**) the whole or any part of this Contract for any of the following reasons:

- (i) Failure to begin Services within the time specified in the Contract or as otherwise specified;
- (ii) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (iii) Unsatisfactory performance of the Services;
- (iv) Failure to meet requirements within the time periods(s) specified in the Contract;
- (v) Multiple failures over time of a single service level agreement or a pattern of failure over time of multiple service level agreements;

- (vi) Failure to provide a Supply or Service that conforms with the specifications referenced in the Contract;
- (vii) Failure or refusal to remove material, or remove, replace or correct any Supply rejected as defective or noncompliant;
- (viii) Discontinuance of Services without approval;
- (ix) Failure to resume a Service, which has been discontinued, within a reasonable time after notice to do so;
- (x) Insolvency;
- (xi) Assignment made for the benefit of creditors;
- (xii) Failure or refusal, within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals or for utility services rendered;
- (xiii) Failure to protect, repair or make good any damage or injury to property;
- (xiv) Breach of any provision of this Contract;
- (xv) Any breach by Contractor of the security standards or procedures of this Contract;
- (xvi) Failure to comply with representations made in the Contractor's Proposal;
or
- (xvii) Failure to comply with applicable industry standards, customs and practice.

25. NOTICE OF DELAYS.

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth 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 Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. 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. If an extension of the delivery schedule is granted, it will be done consistent with [Section 27, Changes](#).

26. CONDUCT OF SERVICES.

- (a) Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.
- (b) In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of **Section 30, Contract Controversies**.

27. CHANGES.

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth of any charges for investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary changes to the Contract, the parties must complete and execute a change order to modify the Contract and implement the change. The change order will be evidenced by a writing in accordance with the Commonwealth's change order procedures. No work may begin on the change order until the Contractor has received the executed change order. If the parties are not able to agree upon the results of the investigation or the necessary changes to the Contract, a Commonwealth-initiated change request will be implemented at Commonwealth's option and the Contractor shall perform the Services; and either party may elect to have the matter treated as a dispute between the parties under **Section 30, Contract Controversies**. During the pendency of any such dispute, Commonwealth shall pay to Contractor any undisputed amounts.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed.

28. TERMINATION.

- (a) For Convenience.

- (i) The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days'** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (1) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (2) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with [Section 30, Contract Controversies](#), of this Contract.

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Services performed during the **30-day** notice period, if such Services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
 - (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.
- (b) Non-Appropriation. Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full

performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in [subsection \(a\)](#) to the extent that appropriated funds are available.

- (c) **Default.** The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days**, or if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.
- (i) Subject to [Section 38, Limitation of Liability](#), in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection (c) shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under [subsection \(a\)](#).
- (v) If this Contract is terminated as provided by this subsection (c), the Commonwealth may, in addition to any other rights provided in this subsection (c), and subject law and to other applicable provisions of this Contract, require the Contractor to deliver to the Commonwealth in the

manner and to the extent directed by the Contracting Officer, such Software, Data, Developed Works, Documentation and other materials as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in **Section 30, Contract Controversies**, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

29. BACKGROUND CHECKS.

- (a) The Contractor, at its expense, must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth Data or Commonwealth facilities (including leased facilities or facilities owned by third parties but utilized by the Commonwealth), either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

30. CONTRACT CONTROVERSIES.

- (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Contract or a purchase order, the Contractor, within **six (6) months** after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (b) If the Contractor or the Contracting Officer requests mediation, and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.
- (c) Within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract or Purchase Order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract or Purchase Order.

31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

- (a) General. The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. Unless the context otherwise clearly indicates the need for confidentiality, information is deemed

confidential only when the party claiming confidentiality designates the information as “confidential” in such a way as to give notice to the other party (for example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in the Solicitation or in the Proposal). Neither party may assert that information owned by the other party is such party’s confidential information. Notwithstanding the foregoing, all Data provided by, or collected, processed, or created on behalf of the Commonwealth is Confidential Information unless otherwise indicated in writing.

- (b) Copying; Disclosure; Termination. The parties agree that confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party’s possession, other than one copy (where permitted by law or regulation), which may be maintained for archival purposes only, and which will remain subject to this Contract’s security, privacy, data retention/destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to **Subsection 28(c)**, in addition to other remedies available to the non-breaching party.
- (c) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:
- (i) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how or data processing techniques developed alone or jointly with

the Commonwealth in connection with services provided to the Commonwealth under this Contract.

- (d) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare and submit an un-redacted version of the appropriate document;
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (1) the attached material contains confidential or proprietary information or trade secrets;
 - (2) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
 - (3) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (e) Disclosure of Recipient or Beneficiary Information Prohibited. The Contractor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under the Contract for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Commonwealth prior to the direct disclosure.
- (f) Compliance with Laws. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability Act* (HIPAA). It is understood that **Exhibit A, Commonwealth of Pennsylvania Business Associate Agreement**, is only applicable if and to the extent indicated in the Contract.
- (g) Additional Provisions. Additional privacy and confidentiality requirements may be specified in the Contract.

- (h) Restrictions on Use. All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

32. PCI SECURITY COMPLIANCE.

- (a) General. By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the “Cardholder Data”). Contractor shall comply with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements for Cardholder Data that are prescribed by the payment brands (including, but not limited to, Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. The Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law or regulations.
- (b) Compliance with Standards. The Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://www.pcisecuritystandards.org/security_standards/index.php. The Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. The Contractor shall provide a letter of certification to attest to meeting this requirement within **seven (7) days** of the Contractor’s receipt of the annual PCI DSS compliance report.

33. DATA BREACH OR LOSS.

- (a) The Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:
- (i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information (“Incident”) to the Commonwealth within **one (1) hour** of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or

further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

- (ii) The Contractor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
 - (iii) The Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.
- (c) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

34. INSURANCE.

- (a) General. Unless otherwise indicated in the Solicitation, the Contractor shall maintain at its expense and require its agents, contractors and subcontractors to procure and maintain, as appropriate, the following types and amounts of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:
- (i) Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Workers' Compensation Act*, Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 1—2708.
 - (ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any agent, contractor or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than **\$500,000** per person and **\$2,000,000** per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured

against the insurance coverages in regard to the Services performed for or Supplies provided to the Commonwealth.

- (iii) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate.
 - (iv) Professional Liability/Errors and Omissions Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (v) Network/Cyber Liability Insurance (including coverage for Professional and Technology-Based Services Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of **\$3,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vi) Completed Operations Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vii) Comprehensive crime insurance in an amount of not less than **\$5,000,000** per claim.
- (b) Certificate of Insurance. Prior to commencing Services under the Contract, and annually thereafter, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least **15 days'** prior written notice has been given to the Commonwealth. Such cancellation or change shall not relieve the Contractor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) Insurance coverage length. The Contractor agrees to maintain such insurance for the latter of the life of the Contract, or the life of any Purchase Orders issued under the Contract.

35. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, Supplies, Services, leased space, construction or other activity, under a contract, grant, lease, Purchase Order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- (b) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (c) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (d) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within **15 days** of the date of suspension or debarment.
- (e) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (f) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (g) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov/Pages/default.aspx> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

The Contractor agrees that the Commonwealth 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 Commonwealth.

37. TAXES-FEDERAL, STATE AND LOCAL.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-7400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

38. LIMITATION OF LIABILITY.

- (a) General. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **\$250,000** or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
- (i) for bodily injury;
 - (ii) for death;
 - (iii) for gross negligence or intentional or willful misconduct;

- (iv) for damage to real property or tangible personal property for which the Contractor is legally liable;
 - (v) under **Section 42, Patent, Copyright, Trademark and Trade Secret Protection**;
 - (vi) under **Section 33, Data Breach or Loss**; or
 - (vii) under **Section 41, Virus, Malicious, Mischievous or Destructive Programming**.
- (b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in **paragraphs (a)(i)—(vii)** above, or as otherwise specified in the Contract.

39. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

40. SOVEREIGN IMMUNITY.

No provision of this Contract may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.

- (a) The Contractor shall be liable for any damages incurred by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the

Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.
- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.
- (f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

42. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under the terms it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement that prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor, at its expense, will provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a

misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:

- (i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or
 - (ii) obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
- (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) Notwithstanding the above, the Contractor shall have no obligation for:
- (i) modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;

- (vi) the Commonwealth’s distribution, marketing or use beyond the scope contemplated by the Contract; or
- (vii) the Commonwealth’s failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (h) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor’s sole and exclusive obligation for the infringement or misappropriation of intellectual property.

43. CONTRACT CONSTRUCTION.

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws and regulations of the United States of America.

44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.

- (a) Definitions.
 - (i) “Contractor Property” refers to Contractor-owned tangible and intangible property.
 - (ii) “Third Party” refers to a party that licenses its property to Contractor for use under this Contract.
 - (iii) “Third Party Property” refers to property licensed by the Contractor for use in its work under this Contract.
- (b) Contractor Property shall remain the sole and exclusive property of the Contractor. Third Party Property shall remain the sole and exclusive property of the Third Party. The Commonwealth acquires rights to the Contractor Property and Third Party Property as set forth in this Contract.
 - (i) Where the Contractor Property is integrated into the Supplies or Services which are not Developed Works), or the Contractor Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor hereby grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use the Contractor Property as necessary to meet the requirements of the Contract, including the rights to reproduce, distribute, publicly perform, display and create derivative works of the Contractor Property. These rights are granted for a duration and to an extent necessary to meet the requirements under this Contract. If the Contractor requires a separate license agreement, such license terms shall include the aforementioned

rights, be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Contractor.

- (ii) If Third Party Property is integrated into the Supplies or Services which are not Developed Works, or the Third Party Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor shall gain the written approval of the Commonwealth prior to the use of the Third Party Property or the integration of the Third Party Property into the Supplies or Services. Third Party Property approved by the Commonwealth is hereby licensed to the Commonwealth as necessary to meet the Contract requirements.
- (iii) If the Third Party requires a separate license agreement, the license terms shall be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Third Party.
- (iv) If the use or integration of the Third Party Property is not approved in writing under this section, the Third Party Property shall be deemed to be licensed under [paragraph \(b\)\(i\)](#) above.
- (v) If the Contract expires or is terminated for default pursuant to [subsection 28\(c\)](#) before the Contract requirements are complete, all rights are granted for a duration and for purposes necessary to facilitate Commonwealth's or a Commonwealth-approved vendor's completion of the Supplies, Services or Developed Works under this Contract. The Contractor, in the form used by Contractor in connection with the Supplies, Services, or Developed Works, shall deliver to Commonwealth the object code version of such Contractor Property, the Third Party Property and associated licenses immediately prior to such expiration or termination to allow the Commonwealth to complete such work.
- (vi) Where third party users are reasonably anticipated by the Contract, all users are granted the right to access and use Contractor Property for the purposes of and within the scope indicated in the Contract.
- (c) The Commonwealth will limit its agents and contractors' use and disclosure of the Contractor Property as necessary to perform work on behalf of the Commonwealth.
- (d) The parties agree that the Commonwealth, by acknowledging the Contractor Property, does not agree to any terms and conditions of the Contractor Property agreements that are inconsistent with or supplemental to this Contract.
- (e) Reports. When a report is provided under this Contract, but was not developed specifically for the Commonwealth under this Contract, the ownership of the report will remain with the Contractor; provided, however, that the Commonwealth has

the right to use, copy and distribute the report within the executive agencies of the Commonwealth.

45. USE OF COMMONWEALTH PROPERTY.

“Commonwealth Property” refers to Commonwealth-owned Software, Data and property (including intellectual property) and third party owned Software and property (including intellectual property) licensed to the Commonwealth.

- (a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered confidential information under **Section 31, Confidentiality, Privacy, and Compliance.**

- (b) License grant and restrictions. During the term of this Contract, Commonwealth grants to Contractor and its subcontractors for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to access, use, reproduce, and modify Commonwealth Property in accordance with the terms of the Contract. The Commonwealth’s license to Contractor is limited by the terms of this Contract.
 - (i) The Contractor hereby assigns to the Commonwealth its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Intellectual Property. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the *Copyright Act of 1976*, as amended.
 - (ii) Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Intellectual Property. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this section.

- (c) Reservation of rights. All rights not expressly granted here to Contractor are reserved by the Commonwealth.

- (d) Termination of Commonwealth license grant.
 - (i) *Rights Cease.* Upon the expiration or termination for any reason of Contractor’s obligation to provide the Services under this Contract, all rights granted to Contractor under this section shall immediately cease.

- (ii) *Return Commonwealth Property.* Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Intellectual Property (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).
- (iii) *List of utilized Commonwealth Property/Destruction.* Within **15 days** after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Intellectual Property in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.
- (e) Effect of license grant termination. Consistent with the provisions of this section, Contractor shall refrain from manufacturing, copying, marketing, distributing or using any Commonwealth Software or any other work which incorporates the Commonwealth Software.
- (f) Commonwealth Property Protection.
 - (i) Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works developed under the provisions of this Contract, and Contractor shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason.
 - (ii) Contractor shall not, in any manner, represent that Contractor has any ownership interest in the Commonwealth Data, Commonwealth Software or the Developed Works.

46. OWNERSHIP OF DEVELOPED WORKS.

Unless otherwise specified in the Contract, including the Solicitation, ownership of all Developed Works shall be in accordance with the provisions set forth in this section.

- (a) Rules for usage for Developed Works.

- (i) *Property of Contractor.* If Developed Works modify, improve, contain, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, such Developed Works.
 - (1) For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania.
 - (2) If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.
 - (ii) *Property of Commonwealth/licensor.* If the Developed Works modify, improve or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor.
- (b) Copyright Ownership.
- (i) *Works made for hire; general.* Except as indicated in [paragraph \(a\)\(i\)](#), above, Developed Works developed as part of the scope of work for the Project, including Developed Works developed by subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the *Copyright Act of 1976*, as amended, 17 United States Code.
 - (ii) *Assignment.* In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns, all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its subcontractors assign, and upon their authorship

or creation, expressly and automatically assigns all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth.

- (iii) *Rights to Commonwealth.* Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works.
 - (iv) *Subcontracts.* The Contractor further agrees that it will include the requirements of this section in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works.
 - (v) *Completion or termination of Contract.* Upon completion or termination of this Contract, Developed Works, or completed portions thereof, shall immediately be delivered by Contractor to the Commonwealth.
 - (vi) *Warranty of noninfringement.* Contractor represents and warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States.
- (c) Patent ownership. Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (d) Federal government interests. Certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. [Part 401](#), as amended, and other applicable law or regulations.
- (e) Usage rights. Except as otherwise covered by this section either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how,

methodologies, processes, components, technologies, algorithms, designs, modules or techniques relating to the Services.

- (f) Contractor’s copyright notice obligations. Contractor will affix the following Copyright Notice to the Developed Works developed under this section and all accompanying documentation: “*Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved.*” This notice shall appear on all versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

- (a) Source code. Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.
- (b) Escrow. To the extent that Developed Works and/or any perpetually-licensed software include application software or other materials generally licensed by the Contractor, Contractor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Contractor.
- (c) Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the Commonwealth, prior to deposit of any source code into escrow.
- (d) Obtaining source code. Contractor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Contractor to fulfill its obligations to Commonwealth under this Contract, Commonwealth shall be able to obtain the source code of the then-current source codes related to Developed Works and/or any Contractor Property placed in escrow under [subsection \(b\)](#), above, from the escrow agent.

48. CONTRACTOR HOSTED SECURITY, LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

- (i) All Data must be stored within the United States;
- (ii) The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor’s or its subcontractors’ possession;

- (iii) All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;
- (iv) Any Data shall be destroyed by the Contractor at the Commonwealth's request;
- (v) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy and accessibility requirements of this Contract; and
- (vi) The Contractor shall comply with the provisions set forth in **Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services**.

49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.

- (a) Except as otherwise provided in **Section 46, Ownership of Developed Works**, the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. 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 Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in the Contract, the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

50. CHANGE IN CONTRACTOR'S OWNERSHIP.

In the event that the Contractor should change ownership, the Commonwealth shall have the exclusive option of:

- (i) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract;
- (ii) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs; or
- (iii) immediately terminating this Contract.

51. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

52. COMPLIANCE WITH LAWS.

- (a) The Contractor shall comply with all federal, state and local laws, regulations and policies applicable to its Services or Supplies, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.
- (b) If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the Services or Supplies provided under this Contract, the Parties shall modify this Contract, via **Section 27, Changes**, to the extent reasonably necessary to:
 - (i) Ensure that such Services or Supplies will be in full compliance with such laws, regulations and policies; and
 - (ii) Modify the rates applicable to such Services or Supplies, unless otherwise indicated in the Solicitation.

53. THE AMERICANS WITH DISABILITIES ACT.

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of

Pennsylvania as a result of the Contractor's failure to comply with the provisions of [subsection \(a\)](#).

54. EXAMINATION OF RECORDS.

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in [subsection \(c\)](#) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by applicable laws or regulations, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in [Section 31, Confidentiality, Privacy and Compliance](#).
- (c) The Contractor shall preserve and make available its records for a period of **three (3) years** from the date of final payment under this Contract.
 - (i) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of **three (3) years** from the date of any resulting final settlement.
 - (ii) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to [paragraph \(c\)\(ii\)](#) above, the Contractor may in fulfillment of its obligation to retain its records as required by this section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of **two (2) years** following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this section shall be applicable to and included in each subcontract hereunder.

55. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, as amended, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in the most current version of *Government Auditing Standards* (Yellow Book).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE).

- (a) Contractor understands that its level of access may allow or require it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies or Services, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements. This sign-off document, a sample of which is attached as **Exhibit C, Sample Sign-off Document**, will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.
- (b) The Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the deployment of the Supplies or Services, the Contractor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.

- (c) This section does not require a Commonwealth agency to exhaustively list the laws, regulations or policies to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.
- (d) The requirements of this section are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in **Section 29, Background Checks**, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

57. FEDERAL REQUIREMENTS.

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, in addition to any applicable requirements of **Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data**, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor to execute, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract. A sample sign-off document is attached to these Terms as **Exhibit C, Sample Sign-off Document**.

58. ADDITIONAL FEDERAL PROVISIONS.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

59. ENVIRONMENTAL PROTECTION.

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. §§ 691.1—691.801; the *Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as

amended, 35 P.S. §§ 6018.101—68.1003; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ 693.1—693.27.

60. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act (PHRA)* and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *PHRA* and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *PHRA* and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act, Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of [PHRA](#) and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

61. CONTRACTOR INTEGRITY PROVISIONS.

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

- (a) **Definitions.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
- (i) “*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.
 - (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
 - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (v) “*Financial Interest*” means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal 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. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § [7.153\(b\)](#), shall apply.
 - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) 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 Commonwealth.

- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth 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.
- (iii) 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 any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) 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 Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth 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.
- (v) Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) 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

- (5) 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 Commonwealth 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 Commonwealth 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 Commonwealth 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.

- (vi) 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).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) 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 Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the

Commonwealth 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.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General 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 subsection 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 Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth 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 Commonwealth may have under law, statute, regulation, or otherwise.

62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

63. WARRANTIES.

Except as otherwise set forth in the Contract, the Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be **90 days** from final acceptance. If third-party Services, Supplies or Developed Works are subject to a warranty that exceeds **90 days** from final acceptance, the longer warranty period shall apply. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.

- (b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **10 days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:
 - (i) Modifications to Developed Works made by the Commonwealth;
 - (ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;
 - (iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;
 - (iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or
 - (v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

- (c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.

- (d) Right to perform. The Contractor hereby represents and warrants to the Commonwealth that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.

- (e) Sole warranties. THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

64. LIQUIDATED DAMAGES.

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a due date is not met, the delay will interfere with the Commonwealth'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 Commonwealth 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, unless otherwise indicated in the Contract, 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 amount of liquidated damages shall be as set out in the Solicitation. If not amount is set out in the Solicitation, the amount of liquidated damages for failure to meet a due date shall be three-tenths of a percent (.3%) of the price of the deliverable for each calendar day following the scheduled completion date. If the price of the deliverable associated with the missed due date is not identified, liquidated damages shall apply to the total value of the Contract. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the deliverable associated with the due date, up to a maximum of **30 days**. If indicated in the Contract, the Contractor may recoup all or some of the amount of liquidated damages assessed if the Contractor meets the final project completion date set out in the Contract.
- (c) If, at the end of the **30-day** period specified in [subsection \(b\)](#) above, the Contractor still has not met the requirements for the deliverable associated with the due date, then the Commonwealth, at no additional expense and at its option, may either:
- (i) Immediately terminate the Contract in accordance with [Subsection 28\(c\)](#) and with no opportunity to cure; or
- (ii) Order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (d) At the end of a calendar month, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by:

- (i) Deducting the amount from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth;
- (ii) Collecting the amount through the performance security, if any; or
- (iii) Billing the Contractor as a separate item.

65. SERVICE LEVELS.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels, any failure to adequately or timely perform a Service may result in consequences under this Contract, up to and including Contract termination.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.

66. FORCE MAJEURE.

- (a) Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.
- (b) The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **10 days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform

and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

- (c) In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

67. PUBLICITY/ADVERTISEMENT.

The Contractor shall not issue news releases, internet postings, advertisements, endorsements, or any other public communication without prior written approval of the Commonwealth, and then only in coordination with the Commonwealth. This includes the use of any trademark or logo.

68. TERMINATION ASSISTANCE.

- (a) Upon the Commonwealth's request, Contractor shall provide termination assistance services (Termination Assistance Services) directly to the Commonwealth, or to any vendor designated by the Commonwealth. The Commonwealth may request termination assistance from the Contractor upon full or partial termination of the Contract and/or upon the expiration of the Contract term, including any renewal periods. Contractor shall take all necessary and appropriate actions to accomplish a complete, timely and seamless transition of any Services from Contractor to the Commonwealth, or to any vendor designated by the Commonwealth, without material interruption of or material adverse impact on the Services. Contractor shall cooperate with the Commonwealth and any new contractor and otherwise promptly take all steps required or reasonably requested to assist the Commonwealth in effecting a complete and timely transition of any Services.
- (b) Such Termination Assistance Services shall first be rendered using resources included within the fees for the Services, provided that the use of such resources shall not adversely impact the level of service provided to the Commonwealth; then by resources already included within the fees for the Services, to the extent that the Commonwealth permits the level of service to be relaxed; and finally, using additional resources at costs determined by the Parties via [Section 27, Changes](#).

69. NOTICE.

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States

mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

70. *RIGHT-TO-KNOW LAW.*

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101—3104, *as amended*, (“**RTKL**”) applies to this Contract. For the purpose of this section, the term “the Commonwealth” shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the **RTKL** that is related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the **RTKL** for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the **RTKL** (“Requested Information”), the Contractor shall:
 - (i) Provide the Commonwealth, within **10 days** after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the **RTKL**; and
 - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the **RTKL** with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the **RTKL**, or other information that the Contractor considers exempt from production under the **RTKL**, the Contractor must notify the Commonwealth and provide, within **seven (7) days** of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the **RTKL**.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a **RTKL** request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the **RTKL**. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5) business days** of receipt of written notification of the Commonwealth’s determination.

- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the [RTKL](#) if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the [RTKL](#).
- (i) The Contractor's duties relating to the [RTKL](#) are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

71. GOVERNING LAW.

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in [Section 30, Contract Controversies](#), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

72. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor, and not binding on the Commonwealth.

73. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

74. SURVIVAL.

Sections 11, 30, 31, 33, 37, 38, 39, 41, 42, 45, 46, 47, 48, 49, 52, 54, 55, 56, 63, 67, 69, 70, 71 and 74 and any right or obligation of the parties in this Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Contract, will survive any such termination or expiration shall survive the expiration or termination of the Contract.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the [*name of program and/or Department*] (**Covered Entity**) and the **Contractor (Business Associate)**, intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301—431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be handled, used or disclosed only in accordance with this Business Associate Agreement (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) **“Business Associate”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) **“Business Associate Agreement”** or **“BAA”** shall mean this Agreement.
- (c) **“Covered Entity”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (d) **“HIPAA”** shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. No. 104-191.

- (e) “**HITECH Act**” shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (f) “**Privacy Rule**” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- (g) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (h) “**Security Rule**” shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (i) “**Underlying Agreement**” shall mean Contract/Purchase Order # _____.
- (j) “**Unsecured PHI**” shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. **Changes in Law.**

Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.

3. **Stated Purposes for Which Business Associate May Use or Disclose PHI.**

Except as otherwise limited in this BAA, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in [Appendix A](#) to this BAA, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity’s minimum policies and procedures.

4. **Additional Purposes for Which Business Associate May Use or Disclose Information.**

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR § [164.514](#) (a)—(c) without the Covered Entity’s express written authorization(s). Business

Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Business Associate Obligations.

- (a) **Limits on Use and Further Disclosure Established by Business Associate Agreement and Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of, Covered Entity shall not be further used or disclosed other than as permitted or required by BAA or as required by law.
- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by [Subpart C](#) of 45 CFR Part 164. Appropriate safeguards shall include but are not limited to implementing:
- (i) administrative safeguards required by 45 CFR § [164.308](#);
 - (ii) physical safeguards as required by 45 CFR § [164.310](#);
 - (iii) technical safeguards as required by 45 CFR § [164.312](#); and
 - (iv) policies and procedures and document requirements as required by 45 CFR § [164.316](#).
- (c) **Training and Guidance.** Business Associate shall provide annual training to relevant contractors, Subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.
- (d) **Reports of Improper Use or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the Covered Entity's Project Officer and the Covered Entity's Legal Office within **two (2) days** of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI as required by 45 CFR § [164.410](#). Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § [164.404\(c\)](#) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the **first day**

on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.

- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § [164.502\(e\)\(1\)\(ii\)](#) and 45 CFR § [164.308\(b\)\(2\)](#), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.

- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department's Project Officer within **two (2) days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.

- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § [164.524](#).

- (i) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526. If any individual requests an amendment from Business Associate or its contractors, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within **five (5) business days**.
- (j) **Provide Accounting of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is **six (6) years** prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within **10 business days** of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528.
- (k) **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.
- (l) **Return or Destruction of PHI.** At termination of this BAA, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (m) **Maintenance of PHI.** Notwithstanding [subsection 5\(l\)](#) of this BAA, Business Associate and its contractors, subcontractors, agents and representatives shall retain all PHI throughout the term of the Underlying Agreement and shall continue to maintain the information required under [subsection 5\(j\)](#) of this BAA for a period of **six (6) years** after termination of the Underlying Agreement, unless Covered Entity and Business Associate agree otherwise.
- (n) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate further agrees to

mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or the Privacy Rule.

- (o) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any contractor, Subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.
- (p) **Application of Civil and Criminal Penalties.** All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any provision contained in the HIPAA Rules.
- (q) **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR [Part 164](#). In the event of a Breach requiring indemnification in accordance with [subsection 5\(v\)](#), below, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR [Part 164](#) on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR [Part 164](#), Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option:
 - (i) Offset amounts otherwise due and payable to Business Associate under the Underlying Agreement; or
 - (ii) Seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this subsection.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within **30 days** from the date of Covered Entity's written notice to Business Associate.

- (r) **Grounds for Breach.** Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be considered to be a breach of the Underlying Agreement.
- (s) **Termination by Commonwealth.** Business Associate authorizes termination of this BAA or Underlying Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA.

- (t) **Failure to Perform Obligations.** In the event Business Associate including its contractors, Subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.
- (u) **Privacy Practices.** The Covered Entity will provide, and Business Associate shall immediately begin using and/or distributing to clients, any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this BAA, or as otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change.
- (v) **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate's contractors, subcontractors, employees, agents and representatives). Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this [subsection 5\(v\)](#).

6. **Obligations of Covered Entity.**

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § [164.520](#) ([Appendix A](#) to this BAA), as well as changes to such notice.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § [164.522](#) to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. **Survival.**

The requirements, rights and obligations created by this BAA shall survive the termination of the Underlying Agreement.

**Appendix A to Exhibit A,
Commonwealth of Pennsylvania Business Associate Agreement**

**Permitted Purposes for the Creation, Receipt, Maintenance, Transmission, Use and/or
Disclosure of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of the Underlying Agreement.

2. Information to be disclosed to Business Associate: _____.

3. Use Shall Effectuate Purpose of Underlying Agreement: _____ may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

EXHIBIT B

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this [Exhibit B](#) is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements.

1. The Contractor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Contractor shall provide secure access to applicable levels of users via the internet.
3. The Contractor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Contractor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Contractor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **48 hours**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Contractor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Contractor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Contractor or the Contractor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least **three (3) business days'** notice, to review the hosted system's data center locations and security architecture.
7. The Contractor's employees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Contractor or the Contractor's subcontractor shall locate servers in a climate-controlled environment. The Contractor or the Contractor's contractor shall house

Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services

all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.

- 9.□ The Contractor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
- 10.□ The Contractor shall completely test and apply patches for all third-party software products in the server environment before release.
- 11.□ The Contractor shall comply with [Attachment 1](#), SOC Reporting Requirements.
- 12.□ The Contractor shall provide all Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. Security Requirements.

- 1.□ The Contractor shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.
- 2.□ The Contractor shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
- 3.□ The Contractor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
- 4.□ The Contractor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
- 5.□ The Contractor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
- 6.□ The Contractor shall limit access to Commonwealth-specific systems, data and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
- 7.□ The Contractor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in [Attachment 2](#), including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

C. Data Storage.

Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services

1. The Contractor shall store all Commonwealth data in the United States.
2. The Contractor shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Contractor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Contractor shall be solely responsible for applicable data storage required.
4. The Contractor shall encrypt all Commonwealth data in transit and at rest. The Contractor shall comply with ITP-SEC031, and ITP-SEC019, encryption policies and minimum standards or stronger.
5. The Contractor shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
6. The Contractor shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Contractor-controlled or a Contractor-owned electronic device.
7. The Contractor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

D. Adherence to Policy.

1. The Contractor's support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. The Contractor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as [Attachment 2](#).
3. The Contractor shall comply with all pertinent federal and state privacy regulations.

E. Closeout.

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency within **60 days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Contractor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Contractor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

ATTACHMENT 1

SOC Reporting Requirements

- (a) Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Contractor shall, and shall require its subcontractors to, engage, on an annual basis, a CPA certified third-party auditing firm to the following, as applicable:
- (i) a SOC 1 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that process Commonwealth financial transactions; and
 - (ii) a SOC 2 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that access, process, host or contain Commonwealth Data designated as Class “C” Classified Records or Closed Records, as defined in ITP-SEC019, or in compliance with mandates by federal or state audit requirements and/or policy.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania’s fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least 6 consecutive months of Pennsylvania’s fiscal year.

- (b) SOC 2 Type II report reports shall address the following:
- (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and
 - (vi) If applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in [ITP-SEC019](#) or other information identified as protected or Confidential by this Contract or under law.
- (c) At the request of the Commonwealth, the Contractor shall complete a SOC for Cybersecurity audit in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection (a); or

- (ii) if the Contractor's business model changes (such as a merger, acquisition, or change sub-contractors, etc.).

The SOC for Cybersecurity report shall detail the controls used by the Contractor setting forth the description and effectiveness of Contractor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

The Contractor shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within **60 days** of its completion.

- (d) The Commonwealth may specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP.
- (e) The Contractor shall adhere to SSAE 18 audit standards. The Contractor acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Contractor shall comply with such updates which shall be reflected in the next annual report.
- (f) In the event an audit reveals any non-conformity to SSAE standards, the Contractor shall provide the Commonwealth, within **45 days** of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity. The corrective action plan shall provide, in detail:
 - (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Contractor or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
- (g) The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

ATTACHMENT 2

Information Technology Policies (ITPs) for Outsourced/Contractor(s)-hosted Solutions

ITP Number-Name	Policy Link
ITP_ACC001-Accessibility Policy	https://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030-Active Directory Architecture	https://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007-Enterprise Service Catalog	https://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010-Business Process Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011-Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012-Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
ITP_INF000-Enterprise Data and Information Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf000.pdf
ITP_INF001-Database Management Systems	https://www.oa.pa.gov/Policies/Documents/itp_inf001.pdf
ITP_INF006-Commonwealth County Code Standard	https://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009-e-Discovery Technology Standard	https://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INF010-Business Intelligence Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf010.pdf
ITP_INF011-Reporting Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf011.pdf
ITP_INF012-Dashboard Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001-The Life Cycle of Records: General Policy Statement	https://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004-Management of Web Records	https://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005-System Design Review of Electronic Systems	https://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006-Electronic Document Management Systems	https://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1-Electronic Commerce Formats and Standards	https://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2-Electronic Commerce Interface Guidelines	https://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006-Business Engine Rules	https://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004-Internet Protocol Address Standards	https://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005-Commonwealth External and Internal Domain Name Services (DNS)	https://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRV001-Commonwealth of Pennsylvania Electronic Information Privacy Policy	https://www.oa.pa.gov/Policies/Documents/itp_prv001.pdf
ITP_SEC000-Information Security Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
ITP_SEC002-Internet Accessible Proxy Servers and Services	https://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003-Enterprise Security Auditing and Monitoring	https://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
ITP_SEC004-Enterprise Web Application Firewall	https://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006-Commonwealth of Pennsylvania Electronic Signature Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007-Minimum Standards for IDs, Passwords and Multi-Factor Authentication	https://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008-Enterprise E-mail Encryption	https://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf

ITP Number-Name	Policy Link
ITP_SEC009-Minimum Contractor Background Checks Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf
ITP_SEC010-Virtual Private Network Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf
ITP_SEC011-Enterprise Policy and Software Standards for Agency Firewalls	https://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC015-Data Cleansing	https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017-Copa Policy for Credit Card Use for e-Government	https://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019-Policy and Procedures for Protecting Commonwealth Electronic Data	https://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC021-Security Information and Event Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023-Information Technology Security Assessment and Testing Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024-IT Security Incident Reporting Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025-Proper Use and Disclosure of Personally Identifiable Information (PII)	https://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029-Physical Security Policy for IT Resources	https://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031-Encryption Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032-Enterprise Data Loss Prevention (DLP) Compliance Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034-Enterprise Firewall Rule Set	https://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC038-Commonwealth Data Center Privileged User IAM Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP-SEC-039-Keystone Login and Identity Proofing	https://www.oa.pa.gov/Policies/Documents/itp-sec039.pdf
ITP_SFT000-Software Development Life Cycle (SDLC) Policy	https://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001-Software Licensing	https://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002-Commonwealth of PA Website Standards	https://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003-Geospatial Enterprise Service Architecture	https://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004-Geospatial Information Systems (GIS)	https://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005-Managed File Transfer (MFT)	https://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007-Office Productivity Policy	https://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008-Enterprise Resource Planning (ERP) Management	https://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009-Application Development	https://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003-Off-Site Storage for Commonwealth Agencies	https://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004-Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	https://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006-Commonwealth IT Resources Patching Policy	https://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008-Server Virtualization Policy	https://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYM010-Enterprise Services Maintenance Scheduling	https://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf

EXHIBIT C

Sign-Off Document No. _____, under Agreement No. _____
Between
[Contractor _____] and the Commonwealth of PA, [Agency]
[Contractor _____] Agency-level Deployment

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Agreement No. _____ between the Commonwealth and _____ (Contractor), and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):

2. Nature of Data implicated or potentially implicated:

3. Agency Policies to which Contractor is subject (incorporated by reference):

4. Background checks (describe if necessary):

5. Additional requirements (describe with specificity):

6. Is Contractor a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

Agency Contact Person Signature and Date: _____

[Contractor _____]
Authorized Signatory and Date: _____

EXHIBIT B
FINAL NEGOTIATED TECHNICAL PROPOSAL DOCUMENTS AND CLARIFICATIONS

This document contains aspects of the Contractor's Technical Submittal and the RFP that have been negotiated by the Commonwealth and the Contractor.

1. Requirements for Non-Commonwealth Hosted Applications/Services

The Commonwealth and the Contractor have negotiated and agreed upon the changes to the Requirements for Non-Commonwealth Hosted Applications/Services. The agreement has been memorialized in Attachment 1 to this Exhibit B.

2. Clarification Letter dated September 1, 2021 with accompanying SOC 2 and SOC 3 reports, identified as Attachment 1 and 2 to this Exhibit B.

3. Clarification Letter dated September 20, 2021.

Appendix F

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this Attachment is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements

1. The Licensor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Licensor shall provide secure access to applicable levels of users via the internet.
3. The Licensor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Licensor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Licensor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **forty-eight (48) hours**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Licensor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Licensor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Licensor or the Licensor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least thirty (30) days' advance notice, to review its premises and security architecture during normal business hours.
7. Licensor shall maintain an SSAE 18 SOC 2 certification for the products it provides to the Commonwealth.
8. The Licensor or the Licensor's subcontractor shall locate servers in a climate-controlled environment. The Licensor or the Licensor's contractor shall house all servers and equipment in an operational environment that meets industry standards

- (vi) if applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in ITP-SEC019 or other information identified as protected or Confidential by this Contract or under law.
3. At the request of the Commonwealth, the Licensor shall complete a SOC for Cybersecurity audit in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection 1; or
 - (ii) if the Licensor's business model changes (such as a merger, acquisition, or change sub-contractors, etc.).

The SOC for Cybersecurity report shall detail the controls used by the Licensor setting forth the description and effectiveness of Licensor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

The Licensor shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within **60 days** of its completion.

4. The Commonwealth and Contractor may mutually agree to specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP..
5. The Licensor shall adhere to SSAE 18 audit standards. The Licensor acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Licensor shall comply with such updates which shall be reflected in the next annual report.
6. In the event an audit reveals any material non-conformity to SSAE standards, the Licensor shall provide the Commonwealth, within 45 days of the issuance of the SOC report to the Commonwealth, a documented corrective action plan that addresses each material non- conformity. The corrective action plan shall provide, in detail:
- (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Licensor or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
7. The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

C. Security Requirements

Requirements for non-Commonwealth Hosted Applications Services

1. The Licensor shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.
2. The Licensor shall reasonably comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth in Licensor's sole discretion.
3. The Licensor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The Licensor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The Licensor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
6. The Licensor shall limit access to Commonwealth-specific systems, data and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
7. The Licensor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in Attachment 1, including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

D. Data Storage

1. The Licensor shall store all Commonwealth data in the United States.
2. The Licensor shall use industry standard best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Licensor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Licensor shall be solely responsible for applicable data storage required.
4. The Licensor shall encrypt all Commonwealth data in transit and at rest. The

Requirements for non-Commonwealth Hosted Applications Services

Licensor shall comply with ITP-SEC031, and ITP-SEC019, encryption policies and minimum standards or stronger.

- 5. The Licensor shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry standard best practices and encryption techniques.
- 6. The Licensor shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Licensor-controlled or Licensor-owned electronic device.
- 7. The Licensor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

E. Adherence to Policy

- 1. Licensor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
- 2. Licensor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as Attachment 1.
- 3. Licensor shall comply with all pertinent federal and state privacy regulations applicable to its performance under the agreement.

F. Closeout

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency within **60 days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Licensor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Licensor's possession or control, upon request. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth pursuant to Clause A(11) set forth herein.

ATTACHMENT 1

Information Technology Policies (ITPs) for Outsourced/Licensor(s)-hosted Solutions

ITP Number - Name	Policy Link
ITP_ACC001- Accessibility Policy	http://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030- Active Directory Architecture	http://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007- Enterprise Service Catalog	http://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010-Business Process Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011-Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012-Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
ITP_INF000- Enterprise Data and Information Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf000.pdf
ITP_INF001- Database Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_inf001.pdf
ITP_INF006- Commonwealth County Code Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009- e-Discovery Technology Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INF010- Business Intelligence Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf010.pdf
ITP_INF011- Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf011.pdf
ITP_INF012- Dashboard Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001- The Life Cycle of Records: General Policy Statement	http://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004- Management of Web Records	http://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005- System Design Review of Electronic Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006- Electronic Document Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1- Electronic Commerce Formats and Standards	http://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2- Electronic Commerce Interface Guidelines	http://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006- Business Engine Rules	http://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004- Internet Protocol Address Standards	http://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005- Commonwealth External and Internal Domain Name Services (DNS)	http://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRV001- Commonwealth of Pennsylvania Electronic Information Privacy Policy	http://www.oa.pa.gov/Policies/Documents/itp_prv001.pdf
ITP_SEC000 - Information Security Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
ITP_SEC002- Internet Accessible Proxy Servers and Services	http://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003- Enterprise Security Auditing and Monitoring	http://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
ITP_SEC004- Enterprise Web Application Firewall	http://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006- Commonwealth of Pennsylvania Electronic Signature Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication	http://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008- Enterprise E-mail Encryption	http://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf
ITP_SEC009- Minimum Contractor Background Checks Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf
ITP_SEC010- Virtual Private Network Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf

ITP Number - Name	Policy Link
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	http://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC015- Data Cleansing	http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017- Copa Policy for Credit Card Use for e-Government	http://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	http://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC021- Security Information and Event Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023- Information Technology Security Assessment and Testing Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024- IT Security Incident Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	http://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029- Physical Security Policy for IT Resources	http://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031- Encryption Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032- Enterprise Data Loss Prevention (DLP) Compliance Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034- Enterprise Firewall Rule Set	http://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC038- Commonwealth Data Center Privileged User IAM Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP-SEC-039 – Keystone Login and Identity Proofing	https://www.oa.pa.gov/Policies/Documents/itp-sec039.pdf
ITP_SFT000- Software Development Life Cycle (SDLC) Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001 Software Licensing	http://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002 Commonwealth of PA Website Standards	http://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003- Geospatial Enterprise Service Architecture	http://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004 Geospatial Information Systems (GIS)	http://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005- Managed File Transfer (MFT)	http://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007- Office Productivity Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008- Enterprise Resource Planning (ERP) Management	http://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009- Application Development	http://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006- Commonwealth IT Resources Patching Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008- Server Virtualization Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYM010- Enterprise Services Maintenance Scheduling	http://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf



September 1, 2021

OST Inc.
5000 Ritter Rd
Mechanicsburg, PA 17055
EMoe@ostglobal.com

RE: Department of General Services **RFP# 6100048933 – IT Staff Augmentation**

Dear Eric Moe:

The Department of General Services is performing a Clarification in response to the IT Staff Augmentation RFP #6100048933 issued on January 6, 2021. So that the Issuing Office may complete the evaluation, we have determined a need for a clarification of your company's proposal, as follows:

- Please see attached Appendix F – Requirements for Non-Commonwealth Hosted Application Services. Please respond to the comments from the Commonwealth.

Response: OST agrees with the Commonwealth's rejection of changes as reflected in Appendix F.

- Based on OST's proposal, the Commonwealth is assuming that OST would be responsible for monitoring (including client user activities) and notifying the Commonwealth Security Office in the event of a data breach within 1 hour as per standard terms and conditions, including notification to subcontractors if affected by the data breach. Please confirm OST's agreement with this requirement.

Response: OST confirms that we agree with this requirement.

- Please clarify and expand upon ownership of data created or acquired during the contract. Please confirm agreement with the data ownership language in the IT Terms and Conditions and that the Commonwealth owns and retains all its data at the end of the contract term. Please clarify and explain how OST manages subcontractor data and ownership thereof.

Response: OST confirms its agreement with the data ownership language in the IT Terms and Conditions and that the Commonwealth owns and retains all its data at the end of the contract term. All data created or acquired in the performance of the contract will be owned by the Commonwealth and the Commonwealth will retain all rights in such data, and the data itself, throughout the contract and at the end of the contract term. Additionally, subcontractor data and ownership thereof is addressed directly in the Subcontract agreement between OST and the Subcontractor. OST flows down all requirements in the Prime Contract with the Commonwealth to its subcontractors including specific clauses, applicable regulations, and policies. The subcontractors will be subject to the same ownership and rights provisions as OST and shall

acknowledge and agree that the Commonwealth owns and retains all its data throughout the contract and at the end of the contract term.

- In its proposal, OST provided SOC 2 Type I Report and SOC 2 Type II Report only for VectorVMS. These reports did not extend to controls of the subservice organizations and there were no SOC Reports provided for Cyxtera or Iron Mountain. Please provide those subservice organization SOC Reports and/or letters of Attestation from OST/VectorVMS in regard to the findings of their subservice organization SOC 2 Type II reports.

Response: Subservice organization SOC Reports are attached for Cyxtera and Iron Mountain.

Please provide a complete response to this issue no later than 09/03//2021 at 12:00pm via electronic e-mail to alayman@pa.gov. Thank you for your assistance.

Sincerely,
Amy Layman





September 20, 2021

OST Inc.
5000 Ritter Rd
Mechanicsburg, PA 17055
EMoe@ostglobal.com

RE: Department of General Services RFP# 6100048933 – IT Staff Augmentation

Dear Eric Moe:

The Department of General Services is performing a Clarification in response to the IT Staff Augmentation RFP #6100048933 issued on January 6, 2021. So that the Issuing Office may complete the evaluation, we have determined a need for a clarification of your company's proposal, as follows:

- Please acknowledge and confirm agreement with the following:

OST will complete integration with Commonwealth Azure AD within 180 days of contract award?

OST Response: OST acknowledges and confirms agreement with the statement above. OST will integrate with the Commonwealth's Azure Active Directory (AD) within 180 days of contract award. [REDACTED]

Please provide a complete response to this issue no later than **09/21/2021 at 12:00pm** via electronic e-mail to alayman@pa.gov. Thank you for your assistance.

Sincerely,
Amy Layman

Cost Submittal Instructions

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

COST SUBMITTAL SUMMARY

1. Select the "Summary" Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. All highlighted data entered on the Cost Submittal Worksheet will automatically populate into the "Summary" tab.

COST SUBMITTAL BREAKDOWN

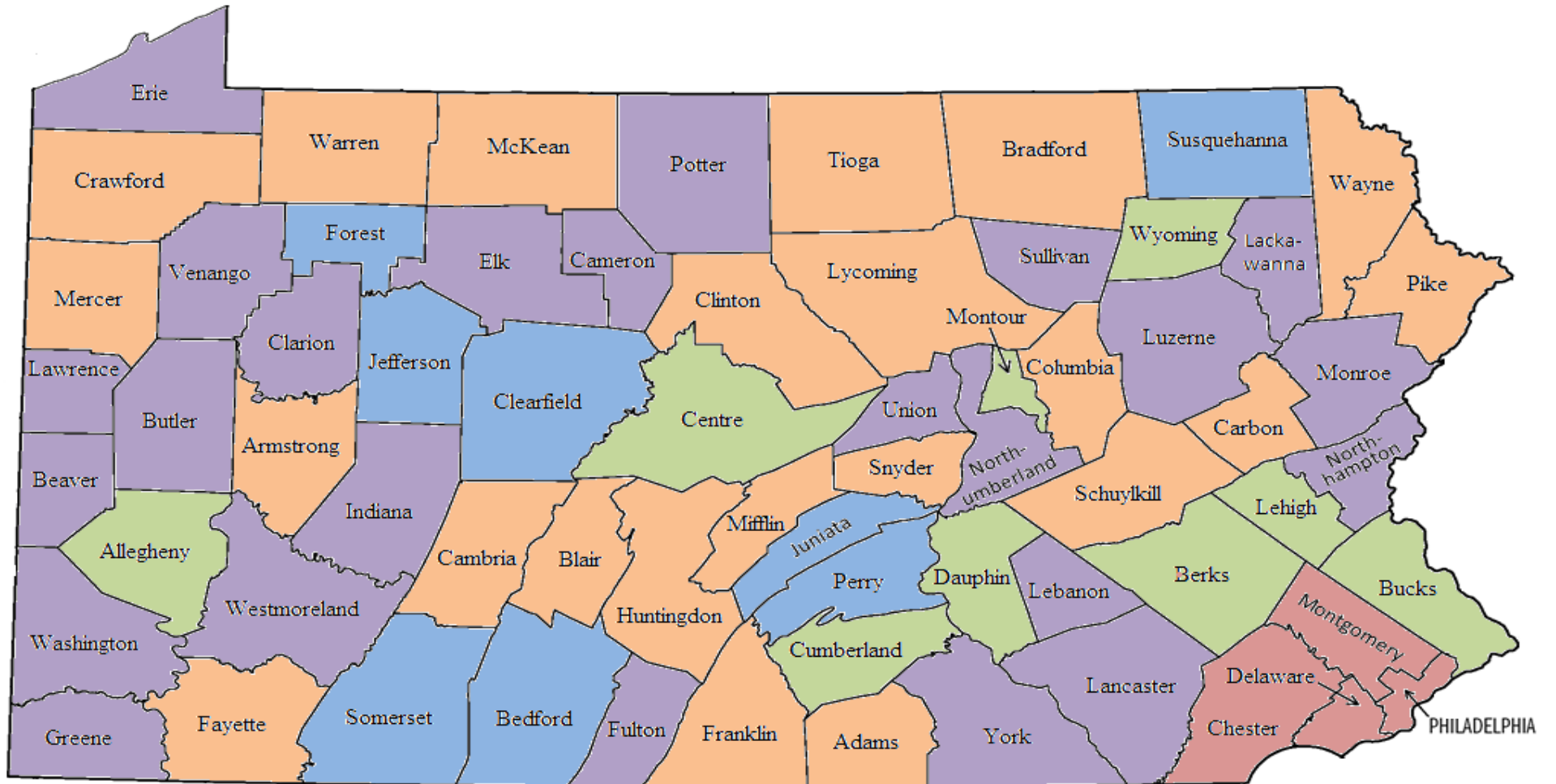
1. Please review every tab in this cost submittal.
2. Any highlighted blank cells will constitute providing resources for \$0 cost to the Commonwealth.

**Formulas are embedded within the worksheets, do not attempt to unlock cells. Any estimates provided within this appendix are not a guarantee of services to be performed and/or payment under the contract resulting from this RFP.

NOTES:

- Proposed or lower rates will not be increased during initial term of contract. (For example: If an Agency requests an App Dev 1 in area 4, the selected Offeror must be able to provide resources with the skill set required on an App Developer 1 at the rate proposed in the selected Offeror's cost submittal.)
- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- The Commonwealth reserves the right to perform current market analysis on any proposed hourly rate as provided in the cost submittal.
- The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.

AREA #1	AREA #2	AREA #3	AREA #4	AREA #5
Bedford County	Adams County	Beaver County	Allegheny County	Chester County
Clearfield County	Armstrong County	Butler County	Berks County	Delaware County
Forest County	Blair County	Cameron County	Bucks County	Montgomery County
Jefferson County	Bradford County	Clarion County	Centre County	Philadelphia County
Juniata County	Cambria County	Elk County	Cumberland County	
Perry County	Carbon County	Erie County	Dauphin County	
Somerset County	Clinton County	Fulton County	Lehigh County	
Susquehanna County	Columbia County	Greene County	Montour County	
	Crawford County	Indiana County	Wyoming County	
	Fayette County	Lackawanna County		
	Franklin County	Lancaster County		
	Huntingdon County	Lawrence County		
	Lycoming County	Lebanon County		
	Mc Kean County	Luzerne County		
	Mercer County	Monroe County		
	Mifflin County	Northampton County		
	Pike County	Northumberland County		
	Schuylkill County	Potter County		
	Snyder County	Sullivan County		
	Tioga County	Union County		
	Warren County	Venango County		
	Wayne County	Washington County		
		Westmoreland County		
		York County		



Skill Level	Skills	Technology Maturity	Labor Supply	Labor Demand
Legacy	Low-Technical	Mature	High	Low
Core	Mid-Technical	Mid	Average	Average
Emerging	High-Technical	New	Low	High

Rate Discount	
Proposed Discount for Long Term Engagements (12 months or greater)	20.00%

Note: The proposed discount provided above by the Offeror will be used to calculate the Long Term Hourly Rate for engagements 12 months or greater on the following tabs: Area 1, Area 2, Area 3, Area 4, and Area 5.

MSP Fee	
Proposed MSP Fee	1.50%

Note: The proposed MSP provided above by the Offeror will be used to calculate the Bill Rate for all engagements.

Job Title	Level	Skill Category - Legacy						Total Spend Per Skill Category	Skill Category - Core						Total Spend Per Skill Category	Skill Category - Emerging						Total Spend Per Skill Category
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	
Application Developer	AD1	0.00	\$30.51	\$24.41	1.50%	\$ 30.97	\$ 24.77	\$ -	0.00	\$36.36	\$29.09	1.50%	\$ 36.91	\$ 29.52	\$ -	0.00	\$43.35	\$34.68	1.50%	\$ 44.00	\$ 35.20	\$ -
	AD2	0.00	\$33.72	\$26.58	1.50%	\$ 33.72	\$ 26.97	\$ -	0.00	\$39.59	\$31.67	1.50%	\$ 40.18	\$ 32.15	\$ -	0.00	\$47.20	\$37.76	1.50%	\$ 47.91	\$ 38.33	\$ -
Architect	AR1	0.00	\$33.77	\$27.07	1.50%	\$ 34.28	\$ 27.42	\$ -	0.00	\$40.25	\$32.70	1.50%	\$ 40.85	\$ 32.68	\$ -	0.00	\$47.98	\$38.38	1.50%	\$ 48.70	\$ 38.96	\$ -
	AR2	0.00	\$60.80	\$48.64	1.50%	\$ 61.71	\$ 49.37	\$ -	0.00	\$72.47	\$57.98	1.50%	\$ 73.56	\$ 58.85	\$ -	0.00	\$86.40	\$69.12	1.50%	\$ 87.70	\$ 70.16	\$ -
Business Analyst	BA1	0.00	\$27.50	\$22.00	1.50%	\$ 27.51	\$ 22.33	\$ -	0.00	\$32.77	\$26.22	1.50%	\$ 33.26	\$ 26.61	\$ -	0.00	\$39.07	\$31.26	1.50%	\$ 39.66	\$ 31.72	\$ -
	BA2	0.00	\$29.41	\$23.53	1.50%	\$ 29.85	\$ 23.80	\$ -	0.00	\$35.05	\$28.04	1.50%	\$ 35.58	\$ 28.46	\$ -	0.00	\$41.76	\$33.42	1.50%	\$ 42.41	\$ 33.93	\$ -
CAD/DGIS Administrator	CGA1	0.00	\$29.67	\$23.74	1.50%	\$ 30.12	\$ 24.09	\$ -	0.00	\$35.36	\$28.29	1.50%	\$ 35.89	\$ 28.71	\$ -	0.00	\$42.16	\$33.73	1.50%	\$ 42.79	\$ 34.23	\$ -
	CGA2	0.00	\$32.56	\$26.05	1.50%	\$ 33.05	\$ 26.84	\$ -	0.00	\$38.30	\$31.04	1.50%	\$ 38.88	\$ 31.51	\$ -	0.00	\$46.26	\$37.01	1.50%	\$ 46.95	\$ 37.56	\$ -
Data Entry Operator	DE1	0.00	\$37.48	\$29.98	1.50%	\$ 38.04	\$ 30.43	\$ -	0.00	\$44.72	\$35.78	1.50%	\$ 45.39	\$ 36.31	\$ -	0.00	\$53.31	\$42.65	1.50%	\$ 54.11	\$ 43.29	\$ -
	DE2	0.00	\$12.73	\$10.18	1.50%	\$ 12.92	\$ 10.34	\$ -	0.00	\$15.18	\$12.14	1.50%	\$ 15.41	\$ 12.33	\$ -	0.00	\$18.10	\$14.48	1.50%	\$ 18.37	\$ 14.70	\$ -
Database Administrator	DBA1	0.00	\$17.87	\$14.06	1.50%	\$ 18.04	\$ 14.23	\$ -	0.00	\$19.49	\$15.19	1.50%	\$ 19.72	\$ 15.30	\$ -	0.00	\$19.65	\$15.72	1.50%	\$ 19.84	\$ 15.86	\$ -
	DBA2	0.00	\$38.47	\$30.78	1.50%	\$ 39.05	\$ 31.24	\$ -	0.00	\$45.86	\$36.69	1.50%	\$ 46.55	\$ 37.34	\$ -	0.00	\$54.67	\$43.74	1.50%	\$ 55.49	\$ 44.39	\$ -
Functional Architect	FA1	0.00	\$40.54	\$32.43	1.50%	\$ 41.15	\$ 32.92	\$ -	0.00	\$48.32	\$38.66	1.50%	\$ 49.04	\$ 39.24	\$ -	0.00	\$57.61	\$46.09	1.50%	\$ 58.47	\$ 46.78	\$ -
	FA2	0.00	\$44.43	\$35.54	1.50%	\$ 45.10	\$ 36.08	\$ -	0.00	\$52.95	\$42.36	1.50%	\$ 53.74	\$ 43.80	\$ -	0.00	\$63.12	\$50.50	1.50%	\$ 64.07	\$ 51.25	\$ -
Help Desk Analyst	HDA1	0.00	\$49.28	\$39.42	1.50%	\$ 50.02	\$ 40.02	\$ -	0.00	\$58.73	\$46.98	1.50%	\$ 59.61	\$ 47.69	\$ -	0.00	\$70.02	\$56.02	1.50%	\$ 71.07	\$ 56.86	\$ -
	HDA2	0.00	\$76.25	\$61.00	1.50%	\$ 77.39	\$ 61.92	\$ -	0.00	\$90.89	\$72.71	1.50%	\$ 92.25	\$ 73.80	\$ -	0.00	\$108.36	\$86.69	1.50%	\$ 109.99	\$ 87.99	\$ -
Intern	INT1	0.00	\$95.33	\$76.53	1.50%	\$ 96.76	\$ 77.41	\$ -	0.00	\$113.65	\$90.99	1.50%	\$ 115.53	\$ 92.27	\$ -	0.00	\$135.46	\$108.97	1.50%	\$ 137.49	\$ 109.99	\$ -
	INT2	0.00	\$116.52	\$93.52	1.50%	\$ 118.27	\$ 94.61	\$ -	0.00	\$138.87	\$111.10	1.50%	\$ 140.95	\$ 112.76	\$ -	0.00	\$165.56	\$132.45	1.50%	\$ 168.04	\$ 134.43	\$ -
Mobile Specialist	MS1	0.00	\$17.31	\$13.85	1.50%	\$ 17.57	\$ 14.06	\$ -	0.00	\$20.63	\$16.50	1.50%	\$ 20.94	\$ 16.75	\$ -	0.00	\$24.59	\$19.67	1.50%	\$ 24.96	\$ 19.97	\$ -
	MS2	0.00	\$18.77	\$14.86	1.50%	\$ 19.05	\$ 15.24	\$ -	0.00	\$22.37	\$17.90	1.50%	\$ 22.71	\$ 18.16	\$ -	0.00	\$26.68	\$21.44	1.50%	\$ 27.08	\$ 21.66	\$ -
Network Engineer	NE1	0.00	\$20.41	\$16.31	1.50%	\$ 20.81	\$ 16.31	\$ -	0.00	\$23.99	\$19.19	1.50%	\$ 24.35	\$ 19.48	\$ -	0.00	\$28.99	\$22.87	1.50%	\$ 29.02	\$ 23.22	\$ -
	NE2	0.00	\$49.72	\$39.78	1.50%	\$ 50.47	\$ 40.37	\$ -	0.00	\$59.25	\$47.40	1.50%	\$ 60.14	\$ 48.11	\$ -	0.00	\$70.64	\$56.51	1.50%	\$ 71.02	\$ 57.36	\$ -
Product Specialist	PS1	0.00	\$67.86	\$54.89	1.50%	\$ 68.88	\$ 55.10	\$ -	0.00	\$80.88	\$64.70	1.50%	\$ 82.09	\$ 65.87	\$ -	0.00	\$96.42	\$77.14	1.50%	\$ 97.87	\$ 78.29	\$ -
	PS2	0.00	\$78.74	\$63.99	1.50%	\$ 79.94	\$ 64.66	\$ -	0.00	\$94.04	\$74.99	1.50%	\$ 95.46	\$ 76.49	\$ -	0.00	\$112.05	\$89.58	1.50%	\$ 114.04	\$ 89.58	\$ -
Program Manager	PM1	0.00	\$45.50	\$36.40	1.50%	\$ 46.18	\$ 36.98	\$ -	0.00	\$54.73	\$43.38	1.50%	\$ 55.04	\$ 44.03	\$ -	0.00	\$64.65	\$51.72	1.50%	\$ 65.62	\$ 52.50	\$ -
	PM2	0.00	\$17.41	\$14.15	1.50%	\$ 17.68	\$ 14.45	\$ -	0.00	\$20.23	\$16.08	1.50%	\$ 20.57	\$ 16.23	\$ -	0.00	\$24.24	\$19.24	1.50%	\$ 24.58	\$ 19.58	\$ -
Project Manager	PR1	0.00	\$19.89	\$15.91	1.50%	\$ 20.19	\$ 16.15	\$ -	0.00	\$23.71	\$18.97	1.50%	\$ 24.07	\$ 19.25	\$ -	0.00	\$28.27	\$22.62	1.50%	\$ 28.69	\$ 23.96	\$ -
	PR2	0.00	\$23.85	\$19.08	1.50%	\$ 24.21	\$ 19.37	\$ -	0.00	\$28.43	\$22.74	1.50%	\$ 28.86	\$ 23.09	\$ -	0.00	\$33.89	\$27.11	1.50%	\$ 34.40	\$ 27.52	\$ -
Quality Assurance Specialist	QAS1	0.00	\$28.59	\$22.87	1.50%	\$ 28.89	\$ 23.08	\$ -	0.00	\$34.26	\$27.36	1.50%	\$ 34.60	\$ 27.68	\$ -	0.00	\$40.63	\$32.90	1.50%	\$ 41.16	\$ 32.99	\$ -
	QAS2	0.00	\$39.26	\$31.41	1.50%	\$ 39.85	\$ 31.88	\$ -	0.00	\$46.80	\$37.44	1.50%	\$ 47.50	\$ 38.00	\$ -	0.00	\$55.79	\$44.63	1.50%	\$ 56.63	\$ 45.30	\$ -
Senior Architect	SAR1	0.00	\$43.29	\$34.63	1.50%	\$ 43.94	\$ 34.15	\$ -	0.00	\$51.59	\$41.27	1.50%	\$ 52.36	\$ 41.89	\$ -	0.00	\$61.51	\$49.21	1.50%	\$ 62.43	\$ 49.95	\$ -
	SAR2	0.00	\$52.26	\$40.81	1.50%	\$ 53.04	\$ 41.65	\$ -	0.00	\$62.76	\$50.45	1.50%	\$ 63.65	\$ 50.45	\$ -	0.00	\$74.85	\$59.68	1.50%	\$ 76.44	\$ 61.32	\$ -
Senior Business Subject Matter Expert	SBSM1	0.00	\$44.31	\$37.77	1.50%	\$ 45.23	\$ 38.18	\$ -	0.00	\$53.09	\$41.36	1.50%	\$ 54.08	\$ 41.58	\$ -	0.00	\$64.31	\$50.65	1.50%	\$ 65.02	\$ 51.04	\$ -
	SBSM2	0.00	\$36.91	\$29.53	1.50%	\$ 37.46	\$ 29.97	\$ -	0.00	\$43.99	\$35.19	1.50%	\$ 44.65	\$ 35.72	\$ -	0.00	\$52.45	\$41.96	1.50%	\$ 53.24	\$ 42.59	\$ -
Senior Database Architect	SDBA1	0.00	\$30.84	\$23.75	1.50%	\$ 31.58	\$ 23.24	\$ -	0.00	\$38.00	\$30.14	1.50%	\$ 38.75	\$ 30.43	\$ -	0.00	\$46.17	\$36.54	1.50%	\$ 47.04	\$ 37.23	\$ -
	SDBA2	0.00	\$36.24	\$28.99	1.50%	\$ 36.96	\$ 29.43	\$ -	0.00	\$43.20	\$34.56	1.50%	\$ 43.85	\$ 35.08	\$ -	0.00	\$51.21	\$41.21	1.50%	\$ 52.28	\$ 41.83	\$ -
Senior Program Manager	SPM1	0.00	\$39.34	\$31.47	1.50%	\$ 39.93	\$ 31.94	\$ -	0.00	\$46.89	\$37.51	1.50%	\$ 47.59	\$ 38.07	\$ -	0.00	\$55.91	\$44.73	1.50%	\$ 56.75	\$ 45.40	\$ -
	SPM2	0.00	\$45.03	\$35.62	1.50%	\$ 45.71	\$ 36.56	\$ -	0.00	\$53.67	\$42.64	1.50%	\$ 54.45	\$ 45.16	\$ -	0.00	\$63.99	\$51.19	1.50%	\$ 64.95	\$ 51.96	\$ -
Service Desk	SD1	0.00	\$47.87	\$38.50	1.50%	\$ 48.50	\$ 38.87	\$ -	0.00	\$57.05	\$45.64	1.50%	\$ 57.91	\$ 46.32	\$ -	0.00	\$68.01	\$54.41	1.50%	\$ 69.63	\$ 55.22	\$ -
	SD2	0.00	\$26.75	\$21.40	1.50%	\$ 27.15	\$ 21.72	\$ -	0.00	\$31.88	\$25.50	1.50%	\$ 32.36	\$ 25.89	\$ -	0.00	\$38.01	\$30.41	1.50%	\$ 38.58	\$ 30.86	\$ -
Software Process Engineer	SPE1	0.00	\$30.43	\$24.42	1.50%	\$ 30.90	\$ 24.79	\$ -	0.00	\$36.39	\$29.11	1.50%	\$ 36.94	\$ 29.55	\$ -	0.00	\$43.38	\$34.70	1.50%	\$ 44.03	\$ 35.22	\$ -
	SPE2	0.00	\$32.70	\$26.16	1.50%	\$ 33.19	\$ 26.81	\$ -	0.00	\$38.98	\$31.18	1.50%	\$ 39.56	\$ 31.65	\$ -	0.00	\$46.47	\$37.18	1.50%	\$ 47.17	\$ 37.73	\$ -
System Administrator	SA1	0.00	\$31.98	\$25.58	1.50%	\$ 32.46	\$ 25.97	\$ -	0.00	\$38.11	\$30.49	1.50%	\$ 38.68	\$ 30.95	\$ -	0.00	\$45.44	\$36.15	1.50%	\$ 46.12	\$ 36.90	\$ -
	SA2	0.00	\$43.12	\$37.02	1.50%	\$ 43.63	\$ 37.71	\$ -	0.00	\$49.67	\$39.54	1.50%	\$ 50.28	\$ 39.62	\$ -	0.00	\$58.49	\$46.79	1.50%	\$ 59.22	\$ 47.37	\$ -
Technical Architecture Specialist	TAS1	0.00	\$38.77	\$30.62	1.50%	\$ 39.24	\$ 31.07	\$ -	0.00	\$46.62	\$36.50	1.50%	\$ 47.19	\$ 37.07	\$ -	0.00	\$54.29	\$44.16	1.50%	\$ 55.21	\$ 44.16	\$ -
	TAS2	0.00	\$29.40	\$23.52	1.50%	\$ 29.84	\$ 23.87	\$ -	0.00	\$35.04	\$28.03	1.50%	\$ 35.47	\$ 28.45	\$ -	0.00	\$41.77	\$34.42	1.50%	\$ 42.40	\$ 33.92	\$ -
Team Lead	TL1	0.00	\$32.39	\$25.91	1.50%	\$ 32.88	\$ 26.30	\$ -	0.00	\$38.80	\$30.88	1.50%	\$ 39.18	\$ 31.44	\$ -	0.00	\$46.01	\$36.81	1.50%	\$ 46.70	\$ 37.36	\$ -
	TL2	0.00	\$35.05	\$28.04	1.50%	\$ 35.58	\$ 28.66	\$ -	0.00	\$41.77	\$32.42	1.50%	\$ 42.40	\$ 33.07	\$ -	0.00	\$49.80	\$39.84	1.50%	\$ 50.55	\$ 40.44	\$ -
Technical Writer	TW1	0.00	\$40.62	\$32.50	1.50%	\$ 41.23	\$ 32.98	\$ -	0.00	\$48.41	\$38.73	1.50%	\$ 49.14	\$ 39.31	\$ -	0.00	\$57.71	\$46.17	1.50%	\$ 58.58	\$ 46.86	\$ -
	TW2	0.00	\$46.69	\$37.35	1.50%	\$ 47.39	\$ 37.91	\$ -	0.00	\$55.65	\$44.52	1.50%										

Job Title	Level	Skill Category - Legacy						Skill Category - Core						Skill Category - Emerging								
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category
Application Developer	ADI	0.00	\$32.36	\$25.89	1.50%	\$ 32.85	\$ 26.28	\$ -	0.00	\$38.56	\$30.85	1.50%	\$ 39.14	\$ 31.31	\$ -	0.00	\$45.97	\$36.78	1.50%	\$ 46.66	\$ 37.33	\$ -
	AD2	0.00	\$35.24	\$28.19	1.50%	\$ 35.77	\$ 28.61	\$ -	0.00	\$41.99	\$33.99	1.50%	\$ 42.62	\$ 34.10	\$ -	0.00	\$51.95	\$43.16	1.50%	\$ 54.76	\$ 43.81	\$ -
Architect	ARI	0.00	\$64.49	\$51.59	1.50%	\$ 65.46	\$ 52.37	\$ -	0.00	\$76.87	\$61.50	1.50%	\$ 78.02	\$ 62.42	\$ -	0.00	\$98.74	\$78.99	1.50%	\$ 100.22	\$ 80.18	\$ -
	BA1	0.00	\$59.17	\$23.34	1.50%	\$ 29.61	\$ 23.60	\$ -	0.00	\$34.76	\$27.81	1.50%	\$ 35.28	\$ 28.23	\$ -	0.00	\$44.65	\$35.72	1.50%	\$ 45.32	\$ 36.26	\$ -
Business Analyst	BA2	0.00	\$31.19	\$24.85	1.50%	\$ 31.66	\$ 25.31	\$ -	0.00	\$37.18	\$29.74	1.50%	\$ 37.74	\$ 30.19	\$ -	0.00	\$47.75	\$38.20	1.50%	\$ 48.47	\$ 38.77	\$ -
	BA3	0.00	\$33.98	\$27.18	1.50%	\$ 34.49	\$ 27.59	\$ -	0.00	\$40.49	\$32.39	1.50%	\$ 41.10	\$ 32.88	\$ -	0.00	\$52.02	\$41.62	1.50%	\$ 52.80	\$ 42.24	\$ -
CADD/GIS Administrator	CGA1	0.00	\$31.46	\$28.17	1.50%	\$ 31.91	\$ 25.55	\$ -	0.00	\$37.51	\$30.01	1.50%	\$ 38.07	\$ 30.46	\$ -	0.00	\$48.18	\$38.54	1.50%	\$ 48.90	\$ 39.12	\$ -
	CGA2	0.00	\$34.83	\$27.62	1.50%	\$ 35.35	\$ 28.04	\$ -	0.00	\$41.16	\$32.93	1.50%	\$ 41.78	\$ 33.42	\$ -	0.00	\$52.86	\$42.29	1.50%	\$ 53.65	\$ 43.92	\$ -
Data Entry Operator	DE1	0.00	\$39.75	\$31.80	1.50%	\$ 40.35	\$ 32.28	\$ -	0.00	\$47.43	\$37.94	1.50%	\$ 48.14	\$ 38.41	\$ -	0.00	\$60.92	\$48.74	1.50%	\$ 61.83	\$ 49.47	\$ -
	DE2	0.00	\$14.67	\$11.74	1.50%	\$ 14.80	\$ 11.91	\$ -	0.00	\$17.49	\$13.99	1.50%	\$ 17.75	\$ 14.20	\$ -	0.00	\$22.46	\$17.97	1.50%	\$ 22.80	\$ 18.24	\$ -
Database Administrator	DBA1	0.00	\$40.81	\$32.65	1.50%	\$ 41.42	\$ 33.14	\$ -	0.00	\$48.64	\$38.91	1.50%	\$ 49.37	\$ 39.50	\$ -	0.00	\$62.48	\$49.98	1.50%	\$ 63.42	\$ 50.73	\$ -
	DBA2	0.00	\$43.00	\$34.40	1.50%	\$ 43.65	\$ 34.92	\$ -	0.00	\$51.25	\$41.00	1.50%	\$ 52.02	\$ 41.62	\$ -	0.00	\$65.84	\$52.67	1.50%	\$ 66.83	\$ 53.46	\$ -
Functional Architect	FAL	0.00	\$80.88	\$64.70	1.50%	\$ 82.00	\$ 65.67	\$ -	0.00	\$96.40	\$77.12	1.50%	\$ 97.85	\$ 78.28	\$ -	0.00	\$123.85	\$99.08	1.50%	\$ 125.71	\$ 100.57	\$ -
	FAT	0.00	\$101.11	\$80.89	1.50%	\$ 102.63	\$ 82.10	\$ -	0.00	\$120.52	\$96.42	1.50%	\$ 122.53	\$ 97.86	\$ -	0.00	\$154.81	\$123.85	1.50%	\$ 157.13	\$ 125.71	\$ -
Help Desk Analyst	HDA1	0.00	\$18.36	\$14.69	1.50%	\$ 18.64	\$ 14.91	\$ -	0.00	\$21.88	\$17.50	1.50%	\$ 22.31	\$ 17.77	\$ -	0.00	\$28.11	\$22.49	1.50%	\$ 28.52	\$ 22.83	\$ -
	HDA2	0.00	\$19.91	\$15.83	1.50%	\$ 20.21	\$ 16.17	\$ -	0.00	\$23.73	\$18.98	1.50%	\$ 24.09	\$ 19.27	\$ -	0.00	\$30.49	\$24.39	1.50%	\$ 30.95	\$ 24.76	\$ -
Intern	INT1	0.00	\$14.66	\$11.77	1.50%	\$ 14.92	\$ 11.92	\$ -	0.00	\$17.44	\$13.62	1.50%	\$ 17.87	\$ 14.06	\$ -	0.00	\$22.68	\$17.66	1.50%	\$ 23.12	\$ 18.17	\$ -
	INT2	0.00	\$14.72	\$11.78	1.50%	\$ 14.94	\$ 11.98	\$ -	0.00	\$17.85	\$14.04	1.50%	\$ 17.81	\$ 14.25	\$ -	0.00	\$22.54	\$18.03	1.50%	\$ 22.88	\$ 18.30	\$ -
Mobile Specialist	MS1	0.00	\$57.73	\$42.18	1.50%	\$ 58.52	\$ 42.82	\$ -	0.00	\$69.85	\$50.28	1.50%	\$ 71.39	\$ 51.03	\$ -	0.00	\$80.73	\$64.58	1.50%	\$ 81.94	\$ 65.53	\$ -
	MS2	0.00	\$71.08	\$57.58	1.50%	\$ 73.06	\$ 58.48	\$ -	0.00	\$85.79	\$68.63	1.50%	\$ 87.68	\$ 69.66	\$ -	0.00	\$110.19	\$88.15	1.50%	\$ 111.84	\$ 89.27	\$ -
Network Engineer	NE1	0.00	\$41.09	\$32.87	1.50%	\$ 41.74	\$ 33.51	\$ -	0.00	\$49.97	\$39.18	1.50%	\$ 50.74	\$ 39.74	\$ -	0.00	\$60.92	\$50.32	1.50%	\$ 61.84	\$ 51.07	\$ -
	NE2	0.00	\$44.78	\$35.82	1.50%	\$ 45.45	\$ 36.36	\$ -	0.00	\$53.18	\$40.70	1.50%	\$ 54.18	\$ 41.34	\$ -	0.00	\$66.56	\$54.85	1.50%	\$ 67.59	\$ 56.57	\$ -
Product Specialist	PS1	0.00	\$21.00	\$16.88	1.50%	\$ 21.42	\$ 17.13	\$ -	0.00	\$25.15	\$20.12	1.50%	\$ 25.43	\$ 20.42	\$ -	0.00	\$32.31	\$25.85	1.50%	\$ 32.79	\$ 26.24	\$ -
	PS2	0.00	\$25.30	\$20.24	1.50%	\$ 25.68	\$ 20.54	\$ -	0.00	\$30.16	\$24.13	1.50%	\$ 30.61	\$ 24.49	\$ -	0.00	\$38.74	\$30.99	1.50%	\$ 39.32	\$ 31.46	\$ -
Program Manager	PM1	0.00	\$41.63	\$32.86	1.50%	\$ 42.31	\$ 33.65	\$ -	0.00	\$50.44	\$38.65	1.50%	\$ 51.55	\$ 39.65	\$ -	0.00	\$64.44	\$50.44	1.50%	\$ 65.18	\$ 51.78	\$ -
	PM2	0.00	\$45.91	\$36.73	1.50%	\$ 46.60	\$ 37.38	\$ -	0.00	\$54.72	\$43.78	1.50%	\$ 55.54	\$ 44.43	\$ -	0.00	\$70.30	\$56.24	1.50%	\$ 71.35	\$ 57.08	\$ -
Project Manager	PM3	0.00	\$36.83	\$27.88	1.50%	\$ 37.23	\$ 29.30	\$ -	0.00	\$44.76	\$34.09	1.50%	\$ 45.41	\$ 36.13	\$ -	0.00	\$56.40	\$44.02	1.50%	\$ 57.18	\$ 42.85	\$ -
	PM4	0.00	\$38.15	\$29.45	1.50%	\$ 38.74	\$ 29.89	\$ -	0.00	\$46.37	\$35.10	1.50%	\$ 47.11	\$ 35.62	\$ -	0.00	\$58.55	\$45.08	1.50%	\$ 59.20	\$ 45.76	\$ -
Programmer	PR1	0.00	\$28.38	\$22.70	1.50%	\$ 28.81	\$ 23.04	\$ -	0.00	\$33.82	\$27.06	1.50%	\$ 34.33	\$ 27.46	\$ -	0.00	\$43.44	\$34.75	1.50%	\$ 44.09	\$ 35.27	\$ -
	PR2	0.00	\$32.38	\$25.80	1.50%	\$ 32.87	\$ 26.29	\$ -	0.00	\$38.99	\$30.87	1.50%	\$ 39.17	\$ 31.44	\$ -	0.00	\$49.58	\$39.66	1.50%	\$ 50.22	\$ 40.76	\$ -
Quality Assurance Specialist	QAS1	0.00	\$34.68	\$27.74	1.50%	\$ 35.20	\$ 28.16	\$ -	0.00	\$41.14	\$33.07	1.50%	\$ 41.96	\$ 33.87	\$ -	0.00	\$52.48	\$42.48	1.50%	\$ 53.04	\$ 43.12	\$ -
	QAS2	0.00	\$31.18	\$24.84	1.50%	\$ 31.65	\$ 25.32	\$ -	0.00	\$37.17	\$29.74	1.50%	\$ 37.73	\$ 30.18	\$ -	0.00	\$47.74	\$38.19	1.50%	\$ 48.46	\$ 38.77	\$ -
Senior Architect	SAR1	0.00	\$43.35	\$37.48	1.50%	\$ 43.87	\$ 37.80	\$ -	0.00	\$49.94	\$39.75	1.50%	\$ 50.55	\$ 39.84	\$ -	0.00	\$62.58	\$49.66	1.50%	\$ 63.37	\$ 49.60	\$ -
	SAR2	0.00	\$47.18	\$39.74	1.50%	\$ 47.74	\$ 39.19	\$ -	0.00	\$54.31	\$43.85	1.50%	\$ 54.97	\$ 43.98	\$ -	0.00	\$68.51	\$54.53	1.50%	\$ 69.27	\$ 54.61	\$ -
Senior Business Subject Matter Expert	SMB1	0.00	\$49.52	\$39.62	1.50%	\$ 50.26	\$ 40.21	\$ -	0.00	\$59.03	\$47.22	1.50%	\$ 59.92	\$ 47.93	\$ -	0.00	\$75.83	\$60.66	1.50%	\$ 76.97	\$ 61.57	\$ -
	SMB2	0.00	\$29.88	\$23.66	1.50%	\$ 30.02	\$ 24.02	\$ -	0.00	\$35.27	\$28.22	1.50%	\$ 35.80	\$ 28.64	\$ -	0.00	\$45.30	\$36.24	1.50%	\$ 45.98	\$ 36.78	\$ -
Senior Database Architect	SDBA1	0.00	\$31.94	\$25.55	1.50%	\$ 32.43	\$ 25.94	\$ -	0.00	\$38.07	\$30.46	1.50%	\$ 38.64	\$ 30.91	\$ -	0.00	\$48.90	\$39.12	1.50%	\$ 49.63	\$ 39.71	\$ -
	SDBA2	0.00	\$45.16	\$36.13	1.50%	\$ 45.84	\$ 36.67	\$ -	0.00	\$53.83	\$43.06	1.50%	\$ 54.64	\$ 43.71	\$ -	0.00	\$69.15	\$55.32	1.50%	\$ 70.19	\$ 56.15	\$ -
Service Desk	SD1	0.00	\$54.59	\$43.67	1.50%	\$ 55.41	\$ 44.31	\$ -	0.00	\$65.07	\$52.06	1.50%	\$ 66.05	\$ 52.84	\$ -	0.00	\$83.58	\$66.86	1.50%	\$ 84.83	\$ 67.87	\$ -
	SD2	0.00	\$16.62	\$13.30	1.50%	\$ 16.87	\$ 13.50	\$ -	0.00	\$19.81	\$15.85	1.50%	\$ 20.11	\$ 16.09	\$ -	0.00	\$25.46	\$20.37	1.50%	\$ 25.84	\$ 20.67	\$ -
Software Process Engineer	SPE1	0.00	\$17.83	\$14.62	1.50%	\$ 17.79	\$ 14.21	\$ -	0.00	\$20.90	\$16.72	1.50%	\$ 21.21	\$ 16.97	\$ -	0.00	\$26.84	\$20.47	1.50%	\$ 27.24	\$ 21.79	\$ -
	SPE2	0.00	\$46.16	\$36.93	1.50%	\$ 46.83	\$ 37.48	\$ -	0.00	\$55.02	\$44.02	1.50%	\$ 55.85	\$ 44.08	\$ -	0.00	\$70.67	\$56.54	1.50%	\$ 71.73	\$ 57.38	\$ -
System Administrator	SA1	0.00	\$50.38	\$40.50	1.50%	\$ 51.14	\$ 40.91	\$ -	0.00	\$60.04	\$48.03	1.50%	\$ 60.94	\$ 48.75	\$ -	0.00	\$77.13	\$61.70	1.50%	\$ 78.29	\$ 62.63	\$ -
	SA2	0.00	\$54.18	\$43.34	1.50%	\$ 54.99	\$ 43.99	\$ -	0.00	\$64.58	\$51.66	1.50%	\$ 65.55	\$ 52.44	\$ -	0.00	\$82.96	\$66.37	1.50%	\$ 84.20	\$ 67.36	\$ -
Team Lead	TL1	0.00	\$32.13	\$25.70	1.50%	\$ 32.69	\$ 26.18	\$ -	0.00	\$38.26	\$30.15	1.50%	\$ 38.87	\$ 30.51	\$ -	0.00	\$48.48	\$38.66	1.50%	\$ 49.16	\$ 40.15	\$ -
	TL2	0.00	\$38.65	\$30.92	1.50%	\$ 39.24	\$ 31.34	\$ -	0.00	\$46.51	\$36.66	1.50%	\$ 47.31	\$ 37.42	\$ -	0.00	\$59.18	\$47.34	1.50%	\$ 59.67	\$ 47.80	\$ -
Technical Architecture Specialist	TAS1	0.00	\$41.63	\$33.30	1.50%	\$ 42.23	\$ 33.80	\$ -	0.00	\$49.62	\$39.70	1.50%	\$ 50.36	\$ 40.29	\$ -	0.00	\$63.73	\$50.98	1.50%	\$ 64.69	\$ 51.75	\$ -
	TAS2	0.00	\$44.43	\$35.58	1.50%	\$ 45.13	\$ 36.12	\$ -	0.00	\$53.07	\$42.44	1.50%	\$ 53.81	\$ 42.61	\$ -	0.00	\$68.10	\$54.48	1.50%	\$ 69.12	\$ 55.46	\$ -
Technical Specialist	TS1	0.00	\$48.40	\$38.72	1.50%	\$ 49.11	\$ 39.30	\$ -	0.00	\$57.69	\$46.15	1.50%	\$ 58.56	\$ 46.84	\$ -	0.00	\$74.10	\$59.26	1.50%	\$ 75.21	\$ 60.17	\$ -
	TS2	0.00	\$29.90	\$23.92	1.50%	\$ 30.35	\$ 24.28	\$ -	0.00	\$35.64	\$28.51	1.50%	\$ 36.17	\$ 28.94								

Job Title	Level	Skill Category - Legacy										Skill Category - Core										Skill Category - Emerging									
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category									
Application Developer	AD1	0.00	\$32.18	\$25.74	1.50%	\$ 32.66	\$ 26.13	\$ -	0.00	\$38.35	\$30.68	1.50%	\$ 38.93	\$ 31.14	\$ -	0.00	\$45.72	\$36.58	1.50%	\$ 46.41	\$ 37.12	\$ -									
	AD2	0.00	\$35.04	\$28.03	1.50%	\$ 35.57	\$ 28.45	\$ -	0.00	\$41.76	\$33.91	1.50%	\$ 42.39	\$ 33.91	\$ -	0.00	\$49.79	\$39.83	1.50%	\$ 50.54	\$ 40.43	\$ -									
	AD3	0.00	\$35.62	\$28.50	1.50%	\$ 36.15	\$ 29.02	\$ -	8,370.00	\$42.45	\$33.96	1.50%	\$ 43.09	\$ 34.47	\$ 294,677.01	10,400.00	\$50.61	\$40.69	1.50%	\$ 51.37	\$ 41.10	\$ 439,144.50									
Architect	AR1	0.00	\$64.13	\$51.30	1.50%	\$ 65.09	\$ 52.07	\$ -	2,080.00	\$76.44	\$61.15	1.50%	\$ 77.59	\$ 62.07	\$ 132,654.47	0.00	\$91.13	\$72.90	1.50%	\$ 92.50	\$ 74.00	\$ -									
	BA1	2,080.00	\$79.01	\$72.21	1.50%	\$ 79.44	\$ 72.56	\$ 50,341.89	4,160.00	\$34.77	\$27.66	1.50%	\$ 35.09	\$ 28.07	\$ 119,986.00	2,080.00	\$41.21	\$33.97	1.50%	\$ 41.83	\$ 33.46	\$ 71,516.10									
Business Analyst	BA2	14,560.00	\$31.02	\$24.82	1.50%	\$ 31.49	\$ 25.19	\$ 176,826.15	6,240.00	\$30.07	\$20.88	1.50%	\$ 37.52	\$ 30.02	\$ 192,473.92	10,400.00	\$44.07	\$35.76	1.50%	\$ 45.73	\$ 35.78	\$ 382,966.80									
	BA3	2,080.00	\$33.79	\$27.03	1.50%	\$ 34.30	\$ 27.44	\$ 86,639.38	12,480.00	\$40.77	\$32.22	1.50%	\$ 40.87	\$ 33.70	\$ 419,308.89	54,080.00	\$48.01	\$38.41	1.50%	\$ 48.73	\$ 38.98	\$ 2,166,238.30									
CADD/GIS Administrator	CGA1	0.00	\$31.29	\$25.03	1.50%	\$ 31.76	\$ 25.41	\$ -	0.00	\$37.30	\$29.84	1.50%	\$ 37.86	\$ 30.29	\$ -	0.00	\$44.47	\$35.58	1.50%	\$ 45.14	\$ 36.11	\$ -									
	CGA2	0.00	\$34.74	\$27.47	1.50%	\$ 35.26	\$ 27.88	\$ -	0.00	\$40.93	\$32.74	1.50%	\$ 41.54	\$ 33.24	\$ -	0.00	\$48.79	\$39.03	1.50%	\$ 49.52	\$ 39.62	\$ -									
	CGA3	4,160.00	\$39.53	\$31.62	1.50%	\$ 40.12	\$ 32.10	\$ 137,204.70	0.00	\$47.17	\$37.74	1.50%	\$ 47.88	\$ 38.30	\$ -	2,080.00	\$56.73	\$44.98	1.50%	\$ 57.07	\$ 45.66	\$ 97,581.90									
Data Entry Operator	DE1	0.00	\$13.43	\$10.74	1.50%	\$ 13.63	\$ 10.91	\$ -	0.00	\$16.01	\$12.81	1.50%	\$ 16.25	\$ 13.00	\$ -	0.00	\$19.09	\$15.27	1.50%	\$ 19.38	\$ 15.50	\$ -									
	DE2	0.00	\$14.59	\$11.67	1.50%	\$ 14.81	\$ 11.85	\$ -	0.00	\$17.39	\$13.91	1.50%	\$ 17.65	\$ 14.12	\$ -	2,080.00	\$20.77	\$16.58	1.50%	\$ 21.04	\$ 16.63	\$ 93,974.97									
	DBA1	0.00	\$40.58	\$32.46	1.50%	\$ 41.19	\$ 32.95	\$ -	0.00	\$48.37	\$38.70	1.50%	\$ 49.10	\$ 39.28	\$ -	2,080.00	\$57.66	\$46.13	1.50%	\$ 58.52	\$ 46.82	\$ -									
	DBA2	0.00	\$42.76	\$34.21	1.50%	\$ 43.40	\$ 34.72	\$ -	0.00	\$50.97	\$40.78	1.50%	\$ 51.73	\$ 41.39	\$ -	2,080.00	\$60.77	\$48.62	1.50%	\$ 61.68	\$ 49.35	\$ 109,460.65									
	DBA3	0.00	\$46.86	\$37.49	1.50%	\$ 47.56	\$ 38.05	\$ -	0.00	\$55.85	\$44.68	1.50%	\$ 56.69	\$ 45.35	\$ -	0.00	\$65.58	\$53.26	1.50%	\$ 67.58	\$ 54.06	\$ -									
	DBA4	0.00	\$41.08	\$34.58	1.50%	\$ 41.76	\$ 32.21	\$ -	2,080.00	\$61.05	\$49.56	1.50%	\$ 62.88	\$ 50.30	\$ 107,506.43	4,160.00	\$73.85	\$59.08	1.50%	\$ 74.96	\$ 59.97	\$ 256,319.53									
Functional Architect	FA1	0.00	\$80.43	\$64.34	1.50%	\$ 81.64	\$ 65.31	\$ -	0.00	\$95.87	\$76.70	1.50%	\$ 97.31	\$ 77.85	\$ -	0.00	\$114.30	\$91.44	1.50%	\$ 116.01	\$ 92.81	\$ -									
	FA2	0.00	\$105.55	\$80.44	1.50%	\$ 107.06	\$ 81.05	\$ -	0.00	\$125.88	\$95.88	1.50%	\$ 127.65	\$ 97.52	\$ -	0.00	\$145.88	\$114.30	1.50%	\$ 149.02	\$ 116.02	\$ -									
	FA3	0.00	\$122.90	\$98.32	1.50%	\$ 124.74	\$ 99.37	\$ -	0.00	\$146.88	\$117.38	1.50%	\$ 148.68	\$ 118.94	\$ -	0.00	\$174.63	\$139.70	1.50%	\$ 177.25	\$ 141.80	\$ -									
	HDIA1	0.00	\$18.26	\$14.61	1.50%	\$ 18.53	\$ 14.83	\$ -	12,480.00	\$21.76	\$17.41	1.50%	\$ 21.99	\$ 17.67	\$ 236,574.66	0.00	\$25.94	\$20.75	1.50%	\$ 26.33	\$ 21.06	\$ -									
	HDIA2	0.00	\$19.80	\$15.84	1.50%	\$ 20.10	\$ 16.08	\$ -	12,480.00	\$24.60	\$19.88	1.50%	\$ 24.95	\$ 19.16	\$ 245,733.53	2,080.00	\$28.14	\$22.51	1.50%	\$ 28.56	\$ 22.85	\$ 48,843.24									
	HDIA3	0.00	\$21.23	\$16.98	1.50%	\$ 21.55	\$ 17.24	\$ -	2,080.00	\$26.30	\$20.24	1.50%	\$ 26.68	\$ 20.54	\$ 43,969.78	12,480.00	\$30.16	\$24.13	1.50%	\$ 30.61	\$ 24.49	\$ 314,091.67									
	INT1	0.00	\$13.94	\$11.15	1.50%	\$ 14.15	\$ 11.32	\$ -	0.00	\$16.62	\$13.30	1.50%	\$ 16.87	\$ 13.50	\$ -	0.00	\$19.81	\$15.85	1.50%	\$ 20.11	\$ 16.09	\$ -									
	INT2	0.00	\$13.64	\$11.71	1.50%	\$ 13.86	\$ 11.89	\$ -	0.00	\$17.45	\$13.96	1.50%	\$ 17.71	\$ 14.17	\$ -	0.00	\$20.80	\$16.64	1.50%	\$ 21.11	\$ 16.89	\$ -									
	INT3	0.00	\$15.37	\$12.30	1.50%	\$ 15.62	\$ 12.50	\$ -	0.00	\$19.36	\$15.46	1.50%	\$ 19.62	\$ 15.89	\$ -	0.00	\$23.16	\$18.88	1.50%	\$ 23.51	\$ 17.73	\$ -									
Intern	MI1	8,320.00	\$52.44	\$41.95	1.50%	\$ 53.23	\$ 42.58	\$ 364,018.85	0.00	\$62.50	\$50.00	1.50%	\$ 63.44	\$ 50.75	\$ -	16,640.00	\$74.51	\$59.61	1.50%	\$ 76.63	\$ 60.50	\$ 1,034,441.05									
	MSP2	0.00	\$71.58	\$57.26	1.50%	\$ 72.65	\$ 58.12	\$ -	6,240.00	\$85.31	\$66.25	1.50%	\$ 86.59	\$ 69.27	\$ 444,147.56	8,320.00	\$101.70	\$81.36	1.50%	\$ 103.23	\$ 81.58	\$ 705,963.37									
	MSP1	0.00	\$40.86	\$32.69	1.50%	\$ 41.47	\$ 32.18	\$ -	0.00	\$48.70	\$39.47	1.50%	\$ 49.43	\$ 39.54	\$ -	0.00	\$58.06	\$46.65	1.50%	\$ 59.43	\$ 47.14	\$ -									
	NE1	0.00	\$44.53	\$35.62	1.50%	\$ 45.28	\$ 36.16	\$ -	0.00	\$53.08	\$42.46	1.50%	\$ 53.88	\$ 43.10	\$ -	0.00	\$63.78	\$50.67	1.50%	\$ 64.23	\$ 51.38	\$ -									
	NE3	0.00	\$47.99	\$38.39	1.50%	\$ 48.79	\$ 38.97	\$ -	4,160.00	\$57.20	\$45.76	1.50%	\$ 58.06	\$ 46.45	\$ 198,530.49	2,080.00	\$68.19	\$54.55	1.50%	\$ 69.21	\$ 55.37	\$ 118,377.36									
	NE4	0.00	\$18.79	\$15.03	1.50%	\$ 19.07	\$ 15.08	\$ -	0.00	\$22.19	\$17.38	1.50%	\$ 22.54	\$ 17.38	\$ -	0.00	\$27.16	\$21.67	1.50%	\$ 27.52	\$ 21.67	\$ -									
	PS2	0.00	\$20.98	\$16.78	1.50%	\$ 21.29	\$ 17.04	\$ -	2,080.00	\$25.19	\$20.31	1.50%	\$ 25.39	\$ 20.31	\$ 41,402.51	22,480.00	\$29.83	\$23.86	1.50%	\$ 30.27	\$ 24.21	\$ 568,548.01									
	PS3	2,080.00	\$25.16	\$20.13	1.50%	\$ 25.54	\$ 20.43	\$ 43,662.81	2,080.00	\$29.99	\$23.99	1.50%	\$ 30.44	\$ 24.35	\$ 52,044.84	6,240.00	\$35.75	\$28.60	1.50%	\$ 36.29	\$ 29.03	\$ 186,123.34									
	PM1	4,160.00	\$30.16	\$23.13	1.50%	\$ 30.63	\$ 23.49	\$ -	0.00	\$36.49	\$28.49	1.50%	\$ 36.99	\$ 28.90	\$ 42,320.00	\$42.30	\$34.80	1.50%	\$ 35.39	\$ 27.80	\$ 685,123.80										
	PS5	8,320.00	\$41.41	\$33.13	1.50%	\$ 42.03	\$ 33.62	\$ 287,452.72	6,240.00	\$49.36	\$39.49	1.50%	\$ 50.10	\$ 40.08	\$ 356,978.98	43,680.00	\$58.85	\$47.79	1.50%	\$ 59.73	\$ 47.79	\$ 2,141,702.00									
	PS6	18,720.00	\$45.66	\$36.53	1.50%	\$ 46.34	\$ 37.08	\$ 713,147.91	37,040.00	\$54.42	\$44.54	1.50%	\$ 55.24	\$ 44.19	\$ 1,237,730.61	24,960.00	\$66.88	\$51.90	1.50%	\$ 66.85	\$ 52.68	\$ 1,351,180.01									
	PM2	0.00	\$22.32	\$17.42	1.50%	\$ 22.64	\$ 17.65	\$ -	2,080.00	\$26.56	\$20.46	1.50%	\$ 26.87	\$ 20.46	\$ 78,268.08	0.00	\$31.64	\$24.69	1.50%	\$ 32.09	\$ 24.69	\$ -									
	PM3	0.00	\$36.61	\$29.29	1.50%	\$ 37.16	\$ 29.78	\$ -	0.00	\$43.63	\$34.40	1.50%	\$ 44.28	\$ 35.43	\$ -	4,160.00	\$52.01	\$41.61	1.50%	\$ 52.29	\$ 42.21	\$ 180,516.97									
	PM4	2,080.00	\$38.93	\$31.14	1.50%	\$ 39.51	\$ 31.61	\$ 67,859.37	0.00	\$46.40	\$37.12	1.50%	\$ 47.10	\$ 37.68	\$ -	3,200.00	\$55.32	\$44.26	1.50%	\$ 55.15	\$ 44.92	\$ 1,440,490.23									
	PM5	6,240.00	\$43.18	\$34.54	1.50%	\$ 43.83	\$ 35.06	\$ 224,804.55	0.00	\$51.47	\$41.18	1.50%	\$ 52.24	\$ 41.79	\$ -	4,160.00	\$61.38	\$49.09	1.50%	\$ 62.28	\$ 51.92	\$ 2,129,607.77									
	PM6	0.00	\$38.23	\$30.58	1.50%	\$ 38.80	\$ 31.04	\$ -	0.00	\$45.57	\$35.46	1.50%	\$ 46.25	\$ 37.00	\$ -	0.00	\$55.46	\$43.46	1.50%	\$ 56.12	\$ 44.45	\$ -									
	PM7	0.00	\$41.50	\$33.20	1.50%	\$ 42.12	\$ 33.70	\$ -	4,160.00	\$49.46	\$39.57	1.50%	\$ 50.20	\$ 40.16	\$ 171,666.40	6,240.00	\$58.97	\$47.18	1.50%	\$ 59.85	\$ 47.88	\$ 307,010.73									
	PM8	2,080.00	\$47.50	\$38.40	1.50%	\$ 48.21	\$ 38.57	\$ 82,431.80	10,400.00	\$56.61	\$45.79	1.50%	\$ 57.46	\$ 46.57	\$ 491,206.78	10,400.00	\$67.49	\$55.59	1.50%	\$ 68.50	\$ 56.80	\$ 685,123.80									
	PM9	0.00	\$50.49	\$40.19	1.50%	\$ 51.25	\$ 41.00	\$ -	6,240.00	\$60.18	\$48.14	1.50%	\$ 60.98	\$ 48.87	\$ 313,310.27	8,320.00	\$71.82	\$57.29	1.50%	\$ 72.82	\$ 59.25	\$ 497,692.22									
	PR1	0.00	\$28.22	\$22.58	1.50%	\$ 28.64	\$ 22.91	\$ -	0.00	\$33.63	\$26.90	1.50%	\$ 34.13	\$ 27.31	\$ -	2,080.00	\$40.09	\$32.07	1.50%	\$ 40.69	\$ 32.55	\$ 69,724.44									
	PR2	0.00	\$32.20	\$25.76	1.50%	\$ 32.68	\$ 26.15	\$ -	0.00	\$38.38	\$30.70	1.50%	\$ 38.96	\$ 31.16	\$ -	0.00	\$45.76	\$36.61	1.50%	\$ 46.49	\$ 37.16	\$ -									
	PR3	0.00	\$34.49	\$27.99	1.50%	\$ 35.01	\$ 28.01																								

Job Title	Level	Skill Category - Legacy						Skill Category - Core						Skill Category - Emerging								
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category
Application Developer	ADI	0.00	\$36.78	\$29.42	1.50%	\$ 37.33	\$ 29.87	\$ -	0.00	\$43.83	\$35.06	1.50%	\$ 44.49	\$ 35.59	\$ -	0.00	\$52.25	\$41.80	1.50%	\$ 53.03	\$ 42.43	\$ -
	AD2	0.00	\$40.05	\$32.04	1.50%	\$ 40.65	\$ 32.52	\$ -	0.00	\$47.73	\$38.18	1.50%	\$ 48.45	\$ 38.76	\$ -	0.00	\$56.90	\$45.52	1.50%	\$ 57.75	\$ 46.20	\$ -
Architect	ARI	0.00	\$60.71	\$32.57	1.50%	\$ 61.32	\$ 33.66	\$ -	0.00	\$68.51	\$38.18	1.50%	\$ 69.24	\$ 39.39	\$ -	0.00	\$77.84	\$46.37	1.50%	\$ 78.71	\$ 46.97	\$ -
	AR1	0.00	\$73.29	\$58.63	1.50%	\$ 74.39	\$ 59.51	\$ -	0.00	\$87.36	\$69.89	1.50%	\$ 88.67	\$ 70.94	\$ -	0.00	\$104.15	\$83.32	1.50%	\$ 105.71	\$ 84.57	\$ -
Business Analyst	BAI	0.00	\$33.15	\$26.52	1.50%	\$ 33.65	\$ 26.92	\$ -	0.00	\$39.51	\$31.61	1.50%	\$ 40.10	\$ 32.08	\$ -	0.00	\$47.10	\$37.68	1.50%	\$ 47.81	\$ 38.25	\$ -
	BA2	0.00	\$35.65	\$28.56	1.50%	\$ 36.09	\$ 28.79	\$ -	0.00	\$42.25	\$33.80	1.50%	\$ 42.88	\$ 34.11	\$ -	0.00	\$50.77	\$40.30	1.50%	\$ 51.13	\$ 40.90	\$ -
CAD/DGIS Administrator	CA1A	0.00	\$38.62	\$30.90	1.50%	\$ 39.20	\$ 31.36	\$ -	0.00	\$46.02	\$36.82	1.50%	\$ 46.71	\$ 37.37	\$ -	0.00	\$54.87	\$43.90	1.50%	\$ 55.69	\$ 44.55	\$ -
	CA2A	0.00	\$35.76	\$28.61	1.50%	\$ 36.30	\$ 29.04	\$ -	0.00	\$42.63	\$34.10	1.50%	\$ 43.27	\$ 34.62	\$ -	0.00	\$50.82	\$40.66	1.50%	\$ 51.58	\$ 41.27	\$ -
Data Entry Operator	DE1	0.00	\$39.25	\$31.40	1.50%	\$ 39.81	\$ 31.87	\$ -	0.00	\$46.78	\$37.42	1.50%	\$ 47.48	\$ 37.99	\$ -	0.00	\$55.76	\$44.61	1.50%	\$ 56.60	\$ 45.28	\$ -
	DE3	0.00	\$45.18	\$36.14	1.50%	\$ 45.86	\$ 36.69	\$ -	0.00	\$53.91	\$43.13	1.50%	\$ 54.72	\$ 43.77	\$ -	0.00	\$64.26	\$51.41	1.50%	\$ 65.22	\$ 52.78	\$ -
Database Administrator	DB1	0.00	\$15.35	\$12.28	1.50%	\$ 15.58	\$ 12.46	\$ -	0.00	\$18.30	\$14.64	1.50%	\$ 18.57	\$ 14.86	\$ -	0.00	\$21.82	\$17.46	1.50%	\$ 22.15	\$ 17.22	\$ -
	DB2	0.00	\$16.67	\$13.34	1.50%	\$ 16.92	\$ 13.54	\$ -	0.00	\$19.87	\$15.90	1.50%	\$ 20.17	\$ 16.13	\$ -	0.00	\$23.60	\$18.95	1.50%	\$ 24.05	\$ 19.24	\$ -
Database Administrator	DBA2	0.00	\$46.38	\$37.10	1.50%	\$ 47.08	\$ 37.66	\$ -	0.00	\$55.28	\$44.22	1.50%	\$ 56.11	\$ 44.89	\$ -	0.00	\$65.90	\$52.72	1.50%	\$ 66.89	\$ 53.51	\$ -
	DBA3	0.00	\$48.87	\$39.10	1.50%	\$ 49.60	\$ 39.68	\$ -	0.00	\$58.25	\$46.60	1.50%	\$ 59.12	\$ 47.30	\$ -	0.00	\$69.45	\$55.56	1.50%	\$ 70.49	\$ 56.39	\$ -
Database Administrator	DBA4	0.00	\$53.85	\$42.84	1.50%	\$ 54.78	\$ 43.48	\$ -	0.00	\$63.83	\$51.06	1.50%	\$ 64.79	\$ 51.83	\$ -	0.00	\$76.09	\$60.87	1.50%	\$ 77.23	\$ 60.70	\$ -
	DBA5	0.00	\$59.40	\$47.52	1.50%	\$ 60.29	\$ 48.23	\$ -	0.00	\$70.80	\$56.64	1.50%	\$ 71.86	\$ 57.49	\$ -	0.00	\$84.40	\$66.52	1.50%	\$ 85.67	\$ 68.53	\$ -
Functional Architect	FA1	0.00	\$91.92	\$73.54	1.50%	\$ 93.30	\$ 74.64	\$ -	0.00	\$109.56	\$87.63	1.50%	\$ 111.20	\$ 88.96	\$ -	0.00	\$130.63	\$104.30	1.50%	\$ 132.59	\$ 106.07	\$ -
	FA2	0.00	\$114.91	\$91.93	1.50%	\$ 116.63	\$ 92.31	\$ -	0.00	\$138.97	\$109.56	1.50%	\$ 140.82	\$ 111.22	\$ -	0.00	\$165.29	\$130.63	1.50%	\$ 167.54	\$ 128.59	\$ -
Help Desk Analyst	HDA1	0.00	\$140.46	\$112.37	1.50%	\$ 142.57	\$ 114.05	\$ -	0.00	\$169.40	\$132.92	1.50%	\$ 171.91	\$ 135.93	\$ -	0.00	\$199.27	\$159.66	1.50%	\$ 202.56	\$ 162.05	\$ -
	HDA2	0.00	\$20.87	\$16.70	1.50%	\$ 21.18	\$ 16.95	\$ -	0.00	\$24.87	\$19.90	1.50%	\$ 25.24	\$ 20.19	\$ -	0.00	\$29.65	\$23.72	1.50%	\$ 30.09	\$ 24.08	\$ -
Intern	INT1	0.00	\$22.63	\$18.10	1.50%	\$ 22.97	\$ 18.38	\$ -	0.00	\$26.97	\$21.58	1.50%	\$ 27.37	\$ 21.90	\$ -	0.00	\$32.16	\$25.73	1.50%	\$ 32.64	\$ 26.11	\$ -
	INT2	0.00	\$24.26	\$19.41	1.50%	\$ 24.61	\$ 19.70	\$ -	0.00	\$28.91	\$23.13	1.50%	\$ 29.34	\$ 23.47	\$ -	0.00	\$34.47	\$27.58	1.50%	\$ 34.99	\$ 27.99	\$ -
Mobile Specialist	MS1	0.00	\$15.93	\$12.74	1.50%	\$ 16.17	\$ 12.94	\$ -	0.00	\$18.99	\$15.19	1.50%	\$ 19.27	\$ 15.42	\$ -	0.00	\$22.64	\$18.11	1.50%	\$ 22.98	\$ 18.38	\$ -
	MS2	0.00	\$16.73	\$13.38	1.50%	\$ 16.98	\$ 13.58	\$ -	0.00	\$19.94	\$15.95	1.50%	\$ 20.24	\$ 16.19	\$ -	0.00	\$24.77	\$19.02	1.50%	\$ 25.13	\$ 19.14	\$ -
Network Engineer	NE1	0.00	\$17.17	\$13.96	1.50%	\$ 17.43	\$ 14.27	\$ -	0.00	\$20.75	\$16.27	1.50%	\$ 21.07	\$ 17.00	\$ -	0.00	\$25.96	\$19.97	1.50%	\$ 26.35	\$ 20.27	\$ -
	NE2	0.00	\$18.89	\$14.71	1.50%	\$ 19.15	\$ 14.92	\$ -	0.00	\$22.66	\$18.53	1.50%	\$ 22.97	\$ 18.72	\$ -	0.00	\$27.32	\$20.86	1.50%	\$ 27.74	\$ 21.08	\$ -
Network Engineer	NE3	0.00	\$19.85	\$15.88	1.50%	\$ 20.12	\$ 16.12	\$ -	0.00	\$23.50	\$19.27	1.50%	\$ 23.82	\$ 19.58	\$ -	0.00	\$28.33	\$22.40	1.50%	\$ 28.74	\$ 22.82	\$ -
	NE4	0.00	\$21.47	\$17.18	1.50%	\$ 21.74	\$ 17.47	\$ -	0.00	\$25.47	\$20.87	1.50%	\$ 25.79	\$ 21.59	\$ -	0.00	\$30.50	\$24.40	1.50%	\$ 30.94	\$ 25.38	\$ -
Product Specialist	PS1	0.00	\$23.08	\$19.18	1.50%	\$ 23.34	\$ 19.47	\$ -	0.00	\$27.58	\$22.86	1.50%	\$ 27.91	\$ 23.21	\$ -	0.00	\$34.08	\$27.36	1.50%	\$ 34.59	\$ 27.67	\$ -
	PS2	0.00	\$24.75	\$20.00	1.50%	\$ 25.01	\$ 21.25	\$ -	0.00	\$29.42	\$24.39	1.50%	\$ 29.74	\$ 25.42	\$ -	0.00	\$36.00	\$29.58	1.50%	\$ 36.59	\$ 29.88	\$ -
Product Specialist	PS3	0.00	\$26.73	\$21.00	1.50%	\$ 27.01	\$ 23.25	\$ -	0.00	\$31.27	\$27.42	1.50%	\$ 31.58	\$ 27.83	\$ -	0.00	\$40.86	\$32.89	1.50%	\$ 41.47	\$ 33.18	\$ -
	PS4	0.00	\$28.47	\$22.58	1.50%	\$ 28.74	\$ 24.97	\$ -	0.00	\$33.47	\$29.09	1.50%	\$ 33.79	\$ 29.92	\$ -	0.00	\$44.08	\$35.18	1.50%	\$ 44.70	\$ 35.63	\$ -
Product Specialist	PS5	0.00	\$27.33	\$21.86	1.50%	\$ 27.60	\$ 23.82	\$ -	0.00	\$32.13	\$27.51	1.50%	\$ 32.46	\$ 28.50	\$ -	0.00	\$37.26	\$31.81	1.50%	\$ 37.67	\$ 31.42	\$ -
	PS6	0.00	\$29.18	\$24.74	1.50%	\$ 29.46	\$ 25.97	\$ -	0.00	\$34.19	\$29.75	1.50%	\$ 34.52	\$ 30.50	\$ -	0.00	\$44.35	\$37.44	1.50%	\$ 44.88	\$ 38.28	\$ -
Program Manager	PM1	0.00	\$38.00	\$31.11	1.50%	\$ 38.61	\$ 31.88	\$ -	0.00	\$45.66	\$37.68	1.50%	\$ 46.35	\$ 37.84	\$ -	0.00	\$54.25	\$44.22	1.50%	\$ 55.10	\$ 44.88	\$ -
	PM2	0.00	\$41.84	\$33.47	1.50%	\$ 42.47	\$ 33.97	\$ -	0.00	\$49.86	\$39.89	1.50%	\$ 50.61	\$ 40.49	\$ -	0.00	\$59.44	\$47.35	1.50%	\$ 60.31	\$ 48.27	\$ -
Program Manager	PM3	0.00	\$44.49	\$35.59	1.50%	\$ 45.16	\$ 36.13	\$ -	0.00	\$53.03	\$42.42	1.50%	\$ 53.83	\$ 43.06	\$ -	0.00	\$63.22	\$50.58	1.50%	\$ 64.17	\$ 51.33	\$ -
	PM4	0.00	\$49.25	\$39.48	1.50%	\$ 50.09	\$ 40.07	\$ -	0.00	\$58.82	\$47.56	1.50%	\$ 59.70	\$ 47.76	\$ -	0.00	\$70.12	\$56.10	1.50%	\$ 71.17	\$ 56.10	\$ -
Project Manager	PM1	0.00	\$43.69	\$35.65	1.50%	\$ 44.35	\$ 35.84	\$ -	0.00	\$52.08	\$41.66	1.50%	\$ 52.86	\$ 42.29	\$ -	0.00	\$62.09	\$49.67	1.50%	\$ 63.02	\$ 50.42	\$ -
	PM2	0.00	\$47.43	\$37.94	1.50%	\$ 48.14	\$ 38.51	\$ -	0.00	\$56.73	\$45.22	1.50%	\$ 57.38	\$ 45.90	\$ -	0.00	\$67.39	\$53.91	1.50%	\$ 68.40	\$ 54.72	\$ -
Project Manager	PM3	0.00	\$52.29	\$43.23	1.50%	\$ 53.10	\$ 44.08	\$ -	0.00	\$61.50	\$51.76	1.50%	\$ 62.35	\$ 52.42	\$ -	0.00	\$73.13	\$61.70	1.50%	\$ 74.20	\$ 62.63	\$ -
	PM4	0.00	\$57.70	\$46.16	1.50%	\$ 58.67	\$ 46.85	\$ -	0.00	\$67.38	\$56.02	1.50%	\$ 68.31	\$ 47.00	\$ -	0.00	\$79.91	\$66.59	1.50%	\$ 81.22	\$ 69.58	\$ -
Programmer	PR1	0.00	\$32.25	\$25.80	1.50%	\$ 32.73	\$ 26.19	\$ -	0.00	\$38.43	\$30.74	1.50%	\$ 39.01	\$ 31.21	\$ -	0.00	\$45.82	\$36.66	1.50%	\$ 46.51	\$ 37.21	\$ -
	PR2	0.00	\$36.80	\$29.44	1.50%	\$ 37.35	\$ 29.88	\$ -	0.00	\$43.86	\$35.99	1.50%	\$ 44.42	\$ 35.61	\$ -	0.00	\$52.40	\$41.84	1.50%	\$ 53.08	\$ 42.47	\$ -
Programmer	PR3	0.00	\$39.42	\$31.54	1.50%	\$ 40.01	\$ 32.01	\$ -	0.00	\$46.98	\$37.58	1.50%	\$ 47.64	\$ 38.13	\$ -	0.00	\$56.44	\$45.99	1.50%	\$ 57.15	\$ 46.54	\$ -
	PR4	0.00	\$38.55	\$30.84	1.50%	\$ 39.13	\$ 31.30	\$ -	0.00	\$46.94	\$36.75	1.50%	\$ 47.63	\$ 37.80	\$ -	0.00	\$54.78	\$43.82	1.50%	\$ 55.60	\$ 44.48	\$ -
Programmer	PR5	0.00	\$41.13	\$32.90	1.50%	\$ 41.75	\$ 33.40	\$ -	0.00	\$49.03	\$39.22	1.50%	\$ 49.77	\$ 39.81	\$ -	0.00	\$58.46	\$46.77	1.50%	\$ 59.34	\$ 47.47	\$ -
	PR6	0.00	\$46.14	\$36.91	1.50%	\$ 46.81	\$ 37.47	\$ -	0.00	\$54.99	\$43.99	1.50%	\$ 55.74	\$ 44.59	\$ -	0.00	\$65.31	\$52.56	1.50%	\$ 66.34	\$ 53.73	\$ -
Quality Assurance Specialist	QAS1	0.00	\$35.44	\$28.35	1.50%	\$ 35.97	\$ 28.78	\$ -	0.00	\$42.24	\$33.79	1.50%	\$ 42.87	\$ 34.30	\$ -	0.00	\$50.15	\$40.28	1.50%	\$ 51.11	\$ 40.88	\$ -
	QAS2	0.00	\$39.04	\$31.83	1.50%	\$ 39.63	\$ 31.70	\$ -	0.00	\$46.53	\$37.22	1.50%	\$ 47.13	\$								

SDB-1
INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **SDB Participation Goal:** The SDB participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.

- II. **SDB Eligibility:**
 1. **Finding SDB firms:** Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.

 2. **Only SDBs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the SDB participation goal.** In order to be counted for purposes of achieving the SDB participation goal, the SDB firm must be DGS-verified for the services, materials or supplies that it will be performing. To receive credit toward meeting the SDB participation goal, the SDB subcontractor must be a DGS-verified SDB as of the date the work to be completed by the SDB subcontractor commences. A self-certified Small Business that does not have its SDB verification as of the date the work to be completed by the SDB subcontractor commences cannot be used to satisfy the SDB participation goal.

 3. **SDB Requirements:** To be considered an SDB, a firm must be a **DGS-verified** small minority business enterprise (MBE); woman business enterprise (WBE); LGBT business enterprise (LGBTBE); Disability-owned business enterprise (DOBE); Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE); or otherwise deemed disadvantaged by the Uniform Certification Program.
Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

SDB-1
INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the selected Bidder/Offeror may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet for utilizing that dually-verified firm.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work, unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office. However, an SDB firm verified as both a WBE and MBE may not be double counted toward satisfying the SDB participation goal.

5. Participation by SDB firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an SDB and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An SDB may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an SDB from committing to any other prime contractor.
6. Questions about SDB verification. Questions regarding the SDB program, including questions about the self-certification and verification processes can be directed to:
Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding SDB Prime Self-Performance.

1. An SDB firm participating as the MSP on this contract cannot receive credit towards the SDB Participation goal established for this procurement for its own self-performance.

SDB-1
INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL.

IV. Calculating SDB participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an SDB for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its SDB participation commitments. In addition, the SDB subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.
2. Only SDBs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the SDB participation goal.

V. Document Submittal Errors

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed SDB Participation Submittal (SDB-2);
 - b. Failure to submit a Good Faith Efforts waiver request when not fully meeting the SDB participation goal.
2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address the or clarify the submittal, the bid or proposal may be rejected. Bidders or Offerors are not permitted to make material changes as part of its clarifications or corrections in order to meet the SDB participation goal.

SDB-2
SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the SDB participation goal in full. I agree that 64 % of the work will be performed by SDBs.

I am requesting a partial waiver of the SDB participation goal. I agree that _____ % of the work will be performed by SDBs.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the remaining portion of the SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for that portion of the SDB participation goal that I do not intend to meet, which is required in order to be considered for award.

I am requesting a full waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

**SDB-3
RESERVED**

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

Bidders/Offerors do not need to return SDB-4 with their SDB Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (SDB-5)** of the SDB Participation Goal.

I. Definitions

SDB participation goal – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the SDB participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified SDBs– all of the SDBs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified SDBs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

SDB – “SDB” refers to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE), LGBT-Owned Business Enterprises (LGBTBE), Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) verified by BDISBO, or otherwise deemed disadvantaged by the Uniform Certification Program.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the SDB

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for SDBs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by SDBs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate SDB participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the SDB participation goal.**

B. Identify SDBs to Solicit

1. Identified SDBs

- (a) Offerors must reasonably identify the SDBs that are available to perform the Identified Items of Work.
- (b) Any SDBs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit SDBs

- 1. Offerors must solicit a reasonable number of identified SDBs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified SDBs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified SDB to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified SDB, and other requirements of the contract to assist Identified SDBs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

SDB-4

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

2. “All” Identified SDBs includes any SDB Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified SDBs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested SDB cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested SDB.
4. Offerors must follow up on initial written solicitations by contacting Identified SDBs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified SDBs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which SDBs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

D. Negotiate with Interested SDBs

Offerors must negotiate in good faith with interested SDBs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of SDBs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for SDBs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the SDB participation goal.
 3. Additional costs incurred in finding and using SDBs are not sufficient justification for the Offeror's failure to meet the SDB participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an SDB's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the SDB subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the SDB and Non-SDB subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an SDB's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an SDB and one quote from a non-SDB.
 7. The Offeror shall not reject an SDB as unqualified without sound justification based on a thorough investigation of the SDB's capabilities. For each SDB that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the SDB and non-SDB Firms quoting similar work.

SDB-4

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an SDB include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

- (b) The SDB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the SDB participation goal.

E. Assisting Interested SDBs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested SDBs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and

2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified SDBs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between SDB and non-SDB costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the SDB participation goal. For example, when the apparent successful Offeror fails to meet the SDB participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the SDB participation goal. If the apparent successful Offeror fails to meet the SDB participation goal but meets or exceeds the average SDB participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the SDB participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

A. Items of Work (complete SDB-5, Part 1 – Identified Items of Work Offeror Made Available to SDBs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by SDBs in order to increase the likelihood of achieving the SDB participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with SDBs including:
 - (a) the names, addresses, and telephone numbers of the SDBs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete SDB-5, Part 2 – Identified SDB Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to SDBs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **SDB-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected SDBs (complete SDB-5, Part 4 - Additional Information Regarding Rejected SDB Quotes)

1. For each SDB that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the SDB and non-SDB firms quoting similar work.
2. For each SDB that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all SDB and non-SDB firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable SDBs (complete SDB-5, Part 5 – SDB Subcontractor Unavailability Certificate)

1. **For each SDB that the Offeror contacted but found to be unavailable, submit an SDB Subcontractor Unavailability Certificate** signed by the SDB, an email from the SDB indicating the SDB is unavailable, or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

SDB-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of contract work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 2 – Identified SDBs and Record of Solicitations

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 3 – SDB Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified SDBs:**

- 4. Bonding Requirements (Please Check One):**

_____ This project does not involve bonding requirements.

_____ Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

_____ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

_____ No pre-Bid/Proposal conference or Supplier Forum was held

_____ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected SDB Quotes

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote \$	Name of other firms that provided quotes and whether they are SDB	Amount quoted \$	Reason why SDB quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 5 – SDB Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

(DGS SDB Certification #) (Telephone #)

3. If the SDB does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed SDB is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

OST has reviewed Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement.

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE
(VBE) PARTICIPATION SUBMITTAL.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return VBE-1 with their VBE Participation Submittal

The following instructions include details for completing the VBE Participation Submittal (VBE-2) which Bidders or Offerors must submit in order to be considered responsive.

A Bidder/Offeror's failure to meet the VBE participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **VBE Participation Goal:** The VBE participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the VBE classifications to meet the VBE participation goal.

- II. **VBE Eligibility:**
 1. **Finding VBE firms:** Offerors can access the directory of **DGS-verified** VBE firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.

 2. **Only VBEs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the VBE participation goal.** In order to be counted for purposes of achieving the VBE participation goal, the VBE firm must be DGS-verified for the services, materials or supplies that it will be performing. To receive credit toward meeting the VBE participation goal, the VBE subcontractor must be a DGS-verified VBE as of the date the work to be completed by the VBE subcontractor commences. A self-certified Small Business that does not have its VBE verification as of the date the work to be completed by the VBE subcontractor commences cannot be used to satisfy the VBE participation goal.

 3. **VBE Requirements:** To be considered an VBE, a firm must be a **DGS-verified** Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise.
Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS
ENTERPRISE (VBE) PARTICIPATION SUBMITTAL.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the selected Bidder/Offeror may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet for utilizing that dually-verified firm.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work, unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.

5. Participation by VBE firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as a VBE and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An VBE may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an VBE from committing to any other prime contractor.
6. Questions about VBE verification. Questions regarding the VBE program, including questions about the self-certification and verification processes can be directed to:
Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding VBE Prime Self-Performance.

1. A VBE firm participating as the MSP on this contract cannot receive credit towards the VBE participation goal established for this procurement for its own self-performance.

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS
ENTERPRISE (VBE) PARTICIPATION SUBMITTAL.

IV. Calculating VBE participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to a VBE for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its VBE participation commitments. In addition, the VBE subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.

2. Only VBEs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the VBE participation goal.

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS
ENTERPRISE (VBE) PARTICIPATION SUBMITTAL.

VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed **VBE Participation Submittal (VBE-2)**;
 - b. Failure to submit a Good Faith Efforts waiver request when not fully meeting the VBE participation goal.

2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address the or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to make material changes as part of its clarifications or corrections in order to meet the VBE participation goal.**

VBE-2
VBE PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the VBE participation goal in full. I agree that 6 % of the work will be performed by VBEs.

I am requesting a partial waiver of the VBE participation goal. I agree that _____ % of the work will be performed by VBEs.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the remaining portion of the VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for that portion of the VBE participation goal that I do not intend to meet, which is required in order to be considered for award.

I am requesting a full waiver of the VBE participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

**VBE-3
RESERVED**

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

Bidders/Offerors do not need to return VBE-4 with their VBE Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the VBE participation goal and document its commitments for participation of VBE firms, or (2) when it does not meet the VBE participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (VBE-5)** of the VBE Participation Goal.

I. Definitions

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the VBE participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient VBE participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the VBE participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified VBEs– all of the VBEs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified VBEs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

VBE – “VBE” refers to Veteran-Owned Small Business Enterprises or Service-Disabled Veteran-Owned Small Business Enterprise verified by BDISBO.

VBE participation goal – “VBE participation goal” refers to the VBE participation goal set for a procurement for Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the VBE

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for VBEs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by VBEs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate VBE participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the VBE participation goal.**

B. Identify VBEs to Solicit

1. Identified VBEs

- (a) Offerors must reasonably identify the VBEs that are available to perform the Identified Items of Work.
- (b) Any VBEs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit VBEs

- 1. Offerors must solicit a reasonable number of identified VBEs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified VBEs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified VBE to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified VBE, and other requirements of the contract to assist Identified VBEs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

2. “All” Identified VBEs includes any VBE Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified VBEs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested VBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested VBE.
4. Offerors must follow up on initial written solicitations by contacting Identified VBEs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified VBEs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which VBEs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two veteran-focused entities or media, including trade associations, veteran community organizations, veteran contractors' groups, and local, state, and federal veteran business assistance offices.

D. Negotiate with Interested VBEs

Offerors must negotiate in good faith with interested VBEs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of VBEs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

VBE-4

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for VBEs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the VBE participation goal.
3. Additional costs incurred in finding and using VBEs are not sufficient justification for the Offeror's failure to meet the VBE participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an VBE's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the VBE subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the VBE and Non-VBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an VBE's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an VBE and one quote from a non-VBE.
7. The Offeror shall not reject an VBE as unqualified without sound justification based on a thorough investigation of the VBE's capabilities. For each VBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the VBE and non-VBE Firms quoting similar work.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an VBE include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
- (b) The VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the VBE participation goal.

E. Assisting Interested VBEs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested VBEs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified VBEs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between VBE and non-VBE costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the VBE participation goal. For example, when the apparent successful Offeror fails to meet the VBE participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the VBE participation goal. If the apparent successful Offeror fails to meet the VBE participation goal but meets or exceeds the average VBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the VBE participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

A. Items of Work (complete VBE-5, Part 1 – Identified Items of Work Offeror Made Available to VBEs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by VBEs in order to increase the likelihood of achieving the VBE participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with VBEs including:
 - (a) the names, addresses, and telephone numbers of the VBEs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete VBE-5, Part 2 – Identified VBE Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and
 - (b) a description of the information provided to VBEs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **VBE-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected VBEs (complete VBE-5, Part 4 - Additional Information Regarding Rejected VBE Quotes)

1. For each VBE that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the VBE and non-VBE firms quoting similar work.
2. For each VBE that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all VBE and non-VBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable VBEs (complete VBE-5, Part 5 – VBE Subcontractor Unavailability Certificate)

1. **For each VBE that the Offeror contacted but found to be unavailable, submit an VBE Subcontractor Unavailability Certificate** signed by the VBE, an email from the VBE indicating the VBE is unavailable, or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
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E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to VBEs

Identify those items of contract work that the Offeror made available to VBEs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the VBE participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the VBE participation goal was made available to VBEs, and the total percentage of the items of work identified for VBE participation met or exceeded the VBE participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to VBE Firms? If not, explain why.
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no

Attach additional sheets if necessary.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 2 – Identified VBEs and Record of Solicitations

Identify the VBEs solicited to provide quotes for the Identified Items of Work made available for VBE participation. Include the name of the VBE solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the VBE provided a quote, and whether the VBE is being used toward meeting the VBE participation goal.

Note: Copies of all written solicitations and documentation of follow-up calls to VBEs must be attached to this form. For each Identified VBE listed below, Offeror should submit an VBE Subcontractor Unavailability Certificate signed by the VBE or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

Name of Identified VBE and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
VBE Name: ___ VBE ___ SDVBE		Date: ___ mail ___ email ___ fax	Date: ___ mail ___ email ___ fax	Date and Time of Call: Spoke with: Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing
VBE Name: ___ VBE ___ SDVBE		Date: ___ mail ___ email ___ fax	Date: ___ mail ___ email ___ fax	Date and Time of Call: Spoke with: Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 3 – VBE Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified VBEs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified VBEs:**

- 4. Bonding Requirements (Please Check One):**

_____ This project does not involve bonding requirements.

_____ Offeror assisted Identified VBEs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

_____ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

_____ No pre-Bid/Proposal conference or Supplier Forum was held

_____ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected VBE Quotes

This form must be completed if Part 2 indicates that an VBE quote was rejected because the Offeror is using a non-VBE or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-VBE, and if applicable, state the name of the non-VBE firm. Also include the names of all VBEs and non-VBE firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by VBEs (include specific section from bid or proposal)	Self-performing or using non-VBE (provide name of non-VBE if applicable)	Amount of non-VBE quote \$	Name of other firms that provided quotes and whether they are VBE	Amount quoted \$	Reason why VBE quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 5 – VBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of VBE)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____(VBE), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of VBE's Representative) (Title) (Date)

(DGS VBE Certification #) (Telephone #)

3. If the VBE does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed VBE is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

OST has reviewed Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement.

Description

1. Purpose. This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.

2. Determination to use Competitive Sealed Proposal Method. As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.

3. Issuing Office. The Department of General Services ("Issuing Office") has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.

4. Project Description. The Commonwealth has a need to procure IT staff augmentation services from a managed service provider ("MSP"). For purposes of this RFP, an MSP is defined as a prime contractor which utilizes multiple subcontractors to provide staffing resources and does not directly employ any of the staffing resources. The result of the RFP will be a single award made to an Offeror whose proposal is determined to be the most advantageous to the Commonwealth. The Commonwealth intends to utilize the selected Offeror's resources, subcontractors, and vendor management system ("VMS") to meet the Commonwealth's needs for IT staff augmentation services. Additional detail is provided in the technical submittal located in the Buyer Attachment section.

5. Type of Contract. If the Issuing Office enters into a contract as a result of this RFP, it will be a Fixed Price contract and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

6. Small Diverse Business (SDB) and Veteran Business Enterprise (VBE) Participation. The Department's Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for SDBs (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability-Owned Business Enterprises, and Service-Disabled Veteran-Owned Small Business Enterprises) and VBEs (which include Veteran-Owned Small Business Enterprises and Service-Disabled Veteran-Owned Small Business Enterprises). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. The goals that have been established for this Project are set forth below:

SDB – 64%

VBE – 6%

Further information can be found in RFP Questions Groups 1.2 and 1.3.

7. New SDB and VBE Goal Information Session. The Commonwealth has made significant changes to the SDB and VBE requirements, and failure to meet these requirements may result in your proposal being deemed nonresponsive. Therefore, the Issuing Office will hold an SDB and VBE Goal Information Session for this RFP which we highly recommend you attend. The purpose of this Session is to provide an overview of the RFP and SDB and VBE Participation submission instructions. Offerors may ask questions in accordance with **Section 10, Questions and Answers** contained in this **Description Section**. Offerors may also ask questions during the Session, however responses provided during the Session are **not official** until the question is submitted in writing using the **Q&A Board** in JAGGAER. Q&A Board questions and written responses shall become part of this RFP.

The location, date, and time of the SDB and VBE Goal Information Session are as follows:

SDB and VBE Goal Information Session – Via a virtual presentation on Thursday January 14, 2021 at 9:00AM ET.

An RSVP to the SDB and VBE Goal Information Session is due via email to Amy Layman ragitprocurement@pa.gov by Tuesday January 12, 2021 at 2:00PM ET. Once the RSVP has been received and processed, a follow-up email will be sent to the requestor with the online meeting invitation.

8. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

9. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

10. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

11. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

12. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

13. Proposal Submission: To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions along with

any additional Mandatory Responsiveness requirements as set forth in the Mandatory Responsive Requirements section, which are the only RFP requirements that the Commonwealth will consider to be not waivable. Clicking the submit button within this site constitutes an electronic signature. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

14. Proposal Format: To be considered, the Offeror must respond to all proposal requirements. Each proposal consists of four submittal components: Technical, Cost, SDB Participation Submittal (along with the SDB Utilization Schedule, Good Faith Efforts Waiver request, or both) and VBE Participation Submittal (along with the VBE Utilization Schedule, Good Faith Efforts Waiver request, or both). Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

15. Mandatory Responsiveness Requirements. To be eligible for selection, the proposal must be:

1. Timely received from and timely submitted by an Offeror (see Proposal Submission section);
2. Electronically signed by the Offeror (see Proposal Submission section);
3. Contain a completed SDB participation submittal and additional required documentation; and either (a) agree to meet the SDB participation goal in full or (b) receive an approved GFE waiver from any unmet portion of the SDB participation goal; **and**
4. Contain a completed VBE participation submittal and additional required documentation; and either (a) agree to meet the VBE participation goal in full or (b) receive an approved VBE waiver from any unmet portion of the VBE participation goal.

16. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

17. Oral Presentations. Offerors will be required to present a live demonstration of the proposed Vendor Management System (VMS). The Issuing Office will schedule the demonstrations at a time to be determined.

18. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

19. Prime Contractor Responsibilities. The selected Offeror must perform 100% of the services required by the Contract other than those actual services provided by staff augmentation resources and the VMS. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

20. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

21. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and

gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

22. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

23. Term of Contract. The term of the contract will commence on the Effective Date and will end in two (2) years with three (3) optional one (1) year renewals. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

24. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

25. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

26. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

27. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed

in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

28. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

29. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFP as 65% of the total points. Evaluation will be based upon the following: Soundness of Approach, Offeror Qualifications, Oral Presentations. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFP as 35% of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

30. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for

Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

31. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

32. COSTARS Program. Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in the Buyer Attachments section. If the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP, the Offeror should download, complete and upload the COSTARS Election to Participate Form contained in Additional Required Documentation. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certificate.

Stage Description

No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

Technical Submittal 1.28.2021.docx	Technical Submittal 1.28.2021.docx	../Attachments/Technical Submittal 1.28.2021.docx
Appendix A-IT Terms and Conditions.docx	Appendix A-IT Terms and Conditions.docx	../Attachments/Appendix A-IT Terms and Conditions.docx
Appendix B-Job Titles and Skill Categories.pdf	Appendix B-Job Titles and Skill Categories.pdf	../Attachments/Appendix B-Job Titles and Skill Categories.pdf
Appendix C-Project References.doc	Appendix C-Project References.doc	../Attachments/Appendix C-Project References.doc
Appendix D-Personnel Experience by Key Position.docx	Appendix D-Personnel Experience by Key Position.docx	../Attachments/Appendix D-Personnel Experience by Key Position.docx
Appendix E-Subcontractor List.xlsx	Appendix E-Subcontractor List.xlsx	../Attachments/Appendix E-Subcontractor List.xlsx
Appendix F-Requirements for Non-Commonwealth Hosted Applications-Services 12.16.2020.docx	Appendix F-Requirements for Non-Commonwealth Hosted Applications-Services 12.16.2020.docx	../Attachments/Appendix F-Requirements for Non-Commonwealth Hosted Applications-Services 12.16.2020.docx
Appendix G-Cloud Services Requirements.docx	Appendix G-Cloud Services Requirements.docx	../Attachments/Appendix G-Cloud Services Requirements.docx
Appendix H-Right to Represent Acknowledgement.docx	Appendix H-Right to Represent Acknowledgement.docx	../Attachments/Appendix H-Right to Represent Acknowledgement.docx
Appendix I-Service Level Agreements.docx	Appendix I-Service Level Agreements.docx	../Attachments/Appendix I-Service Level Agreements.docx
Appendix J-Cost Submittal.xlsx	Appendix J-Cost Submittal.xlsx	../Attachments/Appendix J-Cost Submittal.xlsx
Pre Proposal IT Staff Aug Presentation 6100048933.pptx	Pre Proposal IT Staff Aug Presentation 6100048933.pptx	../Attachments/Pre Proposal IT Staff Aug Presentation 6100048933.pptx
RSVP - SDB 6100048933 IT Staff Aug.xlsx	RSVP - SDB 6100048933 IT Staff Aug.xlsx	../Attachments/RSVP - SDB 6100048933 IT Staff Aug.xlsx

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the Technical Submittal from Buyer Attachments. ★
File Upload
- 1.1.2 If submitting a redlined version of the Terms and Conditions, please download, complete, and upload the Appendix A-IT Terms and Conditions from Buyer Attachments.
File Upload
- 1.1.3 Please download, complete, and upload the Appendix C-Project References from Buyer Attachments.
File Upload
- 1.1.4 Please download, complete, and upload the Appendix D-Personnel Experience by Key Position from Buyer Attachments.
File Upload
- 1.1.5 Please download, complete, and upload the Appendix E-Subcontractor List from Buyer Attachments.
File Upload
- 1.1.6 If submitting a redlined version of the non-Commonwealth hosting terms, please download, complete, and upload the Appendix F-Requirements for Non-Commonwealth Hosted Applications-Services 12.16.2020 from Buyer Attachments.
File Upload
- 1.1.7 Please download, complete, and upload the Appendix G-Cloud Services Requirements from Buyer Attachments.
File Upload
- 1.1.8 If submitting a redlined version of the service level agreements, please download, complete, and upload the Appendix I-Service Level Agreements from Buyer Attachments.
File Upload
- 1.1.9 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.
File Upload
- 1.1.10 I have read and fully understand the service level agreements located in Appendix I-Service Level Agreements. ★
Yes/No
- 1.1.11 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror' s failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.
Text (Multi-Line)

1.1.12 Accessibility Needs. The Commonwealth's Executive Order 2016-03, 2016-03 - Establishing "Employment First" Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability, states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. The Commonwealth will further the objectives of providing appropriate accommodation and support through the contracts resulting from this procurement. Contractors must provide an accessibility plan and assistive technology for the products and services of this procurement, as applicable. If applicable, please upload provide an accessibility plan and assistive technology. See http://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf for additional information.

File Upload

Group 1.2: Small Diverse Business Participation

- 1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document ★
Yes/No
Small+Diverse+Business+Participation+Information-IT Staffing 1.14.2021 -
../Attachments/QuestionAttachments/Small+Diverse+Business+Participation+Information-IT Staffing
- 1.2.2 Please download, complete, and upload the attached Small Diverse Business Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★
File Upload
Supplies_Services_SDB_Participation_IT_Staffing_20210115 -
../Attachments/QuestionAttachments/Supplies_Services_SDB_Participation_IT_Staffing_20210115.pdf
- 1.2.3 Attached is a Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement. ★
File Upload
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx
- 1.2.4 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★
Yes/No

Group 1.3: Veteran Business Enterprise Participation

- 1.3.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★
Yes/No
Veteran+Business+Enterprise+Participation+Information-IT Staffing 1.15.2021 -
../Attachments/QuestionAttachments/Veteran+Business+Enterprise+Participation+Information-IT Staffing
- 1.3.2 Please download, complete and upload the attached Veteran Business Participation Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★
File Upload
Supplies_Services_VBE_Participation_IT_Staffing_20210115 -
../Attachments/QuestionAttachments/Supplies_Services_VBE_Participation_IT_Staffing_20210115.pdf
- 1.3.3 Attached is s a Model Form of Small Divers/Veteran Enterprise Sub contractor Agreement. ★
File Upload
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020(1).docx
- 1.3.4 I have read and fully understand the Veteran Business Enterprise qualifications attached in Question 1.3.1 above. ★
Yes/No

Group 1.4: Cost

- 1.4.1 Please use Appendix J-Cost Submittal located in the Buyer Attachments to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1** Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.2** Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.3** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
 Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
- 2.1.5** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★
File Upload
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx
- 2.1.6** Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP.

File Upload
COSTARS Election to Participate Form - ../Attachments/QuestionAttachments/COSTARSProgramContractorElectiontoParticipate REV 11717.docx
- 2.1.7** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.
File Upload
External Procurement Activities - ../Attachments/QuestionAttachments/Participating Addendum with an External Procurement Activity.docx

Group 2.2: Terms and Conditions

- 2.2.1** By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★
Yes/No

Group 2.3: Offeror's Representation

- 2.3.1** By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).



Yes/No

TECHNICAL SUBMITTAL

Background

The Contract resulting from this RFP is intended to be the Commonwealth’s main vehicle to procure IT staff augmentation services. The selected Offeror must fulfill the Commonwealth’s need for resources (also referred to as candidate throughout this document) with the job titles and skills listed in **Appendix B - Job Titles and Skill Categories**. Refer to the chart below for historical usage on the current contract.

	FY15/16*	FY16/17	FY17/18	FY18/19	FY19/20
COPA Competitive Requests					
Total Hours Worked	32,256	202,876	285,138	331,322	333,423
Average # of Concurrent Resources	89	116	164	182	200
Specific (Direct/Renewal) Resource Requests					
Total Hours Worked	610,784	1,264,388	1,383,937	1,398,554	1,164,538
Average # of Concurrent Resources	540	735	803	811	798
Job Category Exceptions					
New Exception Engagements	247	13	16	17	7
COSTARS Usage					
Total Hours Worked	19,742	31,673	52,088	64,082	60,645

FY15/16* was a partial year due to execution of a new contract.

Note: This is not an exclusive contract. Throughout the term of the Contract, the Commonwealth retains full control and flexibility with regard to the types, quantities and timing of personnel usage. The Commonwealth is not required to end any current agreements and reserves the right to enter into new agreements with suppliers for similar services throughout the term of the Contract.

I-1. Statement of the Project. State in succinct terms your understanding of the service required by this RFP.

Offeror Response

I-2. Qualifications.

A. Company Overview. Offerors shall have experience:

1. In managing staffing contracts similar to the size and scope of the services being requested in this RFP.
2. Within the last five (5) years of proposal submission, administering and managing a contract as a managed service provider (MSP), which uses multiple subcontractors to fulfill the staffing needs required by this RFP and does not directly employ any of the staffing resources.

Offeror shall describe how it meets the above experience.

Offeror Response

- B. Prior Experience.** Include experience in IT staff augmentation services. Using **Appendix C - Project References**, Offerors must submit a summary of at least three (3) staff augmentation contracts where the Offeror was the prime contractor acting as a Managed Service Provider. The project references must indicate the number of IT resources engaged concurrently for each staff augmentation contract. Experience shown should be work done by individuals who will be assigned to the Project as well as that of the Offeror. For each reference, Offerors must submit the names of the contracting parties, a summary of the contract and description of the services provided, the annual and total dollar amount of the contract, and the name, address, telephone number, and email address of the responsible official of the customer, company, or agency who may be contacted.

Offeror shall also provide:

1. How many years has the Offeror been in the business of providing IT staff augmentation services?
2. How many companies/organizations are currently using the Offeror's IT staff augmentation services?
3. Details of any industry-recognized quality standard to which it is compliant (such as ITIL), as well as any industry certifications or awards received.
4. An organizational chart showing all levels of management, down to the project manager, that will be involved throughout the entire length of the Contract.

Offeror Response

- C. Personnel.** Describe in narrative form the number of executive and professional personnel who will provide MSP services to the Commonwealth. Show where these personnel will be physically located during the time they are engaged in the

Project. Indicate the responsibilities each individual will have in the Project and how long each has been with your company. Provide an organizational chart depicting the project team proposed for this effort.

For key personnel (Project Managers and Account Manager(s)), include the employee's name, title, roles and responsibilities, the percent of time committed to this Project, years of experience in position, other relevant experience, the key personnel's education and any other professional qualifications using **Appendix D – Personnel Experience**. Offeror must also identify an individual with the same or better qualifications, in **Appendix D – Personnel Experience**, who will act as the substitute/temporary Project Manager in case that the assigned Project Manager is unavailable for an extended period of time. Identify if any key personnel are subcontractors.

The selected offeror must provide a Project Manager and substitute/temporary project manager and account manager(s), which meet the following criteria:

1. **Project Manager Duties and Experience:** The selected Offeror must have a Project Manager available throughout the term of the Contract. The Project Manager must function as the Offeror's authorized point of contact with the Commonwealth and must be available to respond promptly and fully to all requirements of the Contract. The Project Manager's responsibilities include, but are not limited to: providing administrative, supervisory, and technical direction to project personnel as well as the network of subcontractors; monitoring work performance for accuracy, timeliness, efficiency and adherence to Contract requirements; coordinating the resolution of Contract problems and the implementation and completion of problem escalation procedures. If requested by the Commonwealth, the Project Manager must meet monthly with each agency during the first six (6) months of the Contract. Agencies may continue meetings with the Project Manager as necessary. The Project Manager must be an employee of the selected Offeror and must be authorized to make binding decisions on behalf of the selected Offeror and all subcontractors. The Project Manager may not be reassigned during the term of the Contract without 60 days prior written notice and the Commonwealth's approval.

The Project Manager must have a minimum of five (5) years of experience with increased levels of responsibility. The Project Manager must have experience managing projects of similar size. Additionally, the Project Manager must demonstrate effective oral and written communication skills. A temporary Project Manager must be designated and available in the absence of the Project Manager and must have at least the same qualifications that the named Project Manager possesses.

2. **Account Manager(s):** In addition to a Project Manager, the selected Offeror must have a team of Account Managers that are responsible for the day-to-day activities of the Contract (i.e. assistance with resource requests, disciplinary actions, etc.) and the main point of contact for the agencies. The project team of account managers must be of sufficient size to manage the Contract.

The Commonwealth must approve all key personnel (including Project Manager and Substitute Project Manager) appointments and replacements prior to the individual being assigned to the Commonwealth account.

If at any time during the term of the Contract the selected Offeror's organizational structure or personnel involved with the Contract changes, a new organizational chart must be provided to the Contract Manager within thirty (30) days of the change.

Offeror Response

- D. Subcontractors:** Provide a subcontracting plan for all subcontractors, including small diverse business and veteran business enterprise small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. Offeror shall use **Appendix E – Subcontractor List** to identify each subcontractor in its subcontracting plan and identify the following:
1. Name of subcontractor;
 2. Primary contact name and email;
 3. Address of subcontractor;
 4. Description Positions to be provided;
 5. Number of years in business;
 6. Professional Qualifications. For each subcontractor, include a copy of each certification (as applicable).

Offeror Response

I-3. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

I-4. Requirements. The selected Offeror must abide by each of the requirements listed below, and if applicable, describe how the requirement will be met.

A. Compliance. The selected Offeror shall comply with:

1. All applicable laws and procedures that govern the Commonwealth and/or agencies.

Offeror Response

B. Vendor Management System (VMS). The selected Offeror must provide and administer a VMS throughout the term of the contract and as further defined in this section. The VMS must be hosted by the selected Offeror and adhere to the following Commonwealth requirements:

- a. The Requirements for Non-Commonwealth Hosted Applications/Services located in **Appendix F**.
- b. The Standards, Policies and Cloud Use Case Submission as outlined in [**ITP-BUS011 Commonwealth Cloud Computing Services Requirements.**](#)

Offeror Response

C. Resource Engagement and Restrictions.

1. **Right to Represent:** The selected Offeror must have the express consent of each candidate the selected Offeror submits in response to an agency requisition, either directly from the candidate or through a member of the selected Offeror's network who has the legal right to represent the candidate in matters of work assignment. Upon request by the agency, the selected Offeror must supply a completed **Appendix H - Right to Represent Acknowledgement** form as evidence of its right to represent a specific candidate. The selected Offeror may use its own form as a substitute **with written approval by the Commonwealth.**

Candidates provided in response to agency requisitions for which it is determined that the selected Offeror did not have the right to represent will not be credited toward the selected Offeror's compliance with applicable performance metrics and SLAs concerning the number and timing of candidate submittals. Repeated instances of the selected Offeror providing candidates for which the selected Offeror does not have the express right to represent may result in the Commonwealth exercising its rights under the Contract, up to and including termination.

Offeror Response

- 2. Background Checks:** The selected Offeror must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to Commonwealth locations and/or data, either through on site or remote access. Background checks will be conducted by the selected Offeror or its subcontractors according to policy and practice of the selected Offeror and consistent with Commonwealth policies. The background check must be conducted prior to initial access by the selected Offeror and/or subcontractor staff and occur every year thereafter until end of engagement. Before the Commonwealth will permit the selected Offeror or subcontractor personnel access to Commonwealth facilities and/or data, the selected Offeror must provide written confirmation to the agency that the background check has been conducted.

Any background check requirements must comply with Commonwealth Information technology Policies (ITP) as described in ITP_SEC009 - Minimum Contractor Background Checks Policy.

The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.

Failure of the selected Offeror to comply with the confidentiality and security requirements may result in default of the selected Offeror under the Contract. In addition, unauthorized access by any employees or resources placed by the selected Offeror may result in immediate removal of such employees or resources and civil actions or criminal prosecutions.

Offeror Response

- 3. Disclosure:** Candidates/Resources must disclose any conflicts of interest upon accepting engagement with the Commonwealth and anytime thereafter.

Offeror Response

- 4. Confidentiality Statements:** Commonwealth requisitions may require the selected Offeror's resources to access confidential and/or secure data. Prior to the start of an engagement, the selected Offeror's resources may be required to sign a confidentiality statement.

Offeror Response

- 5. Badges:** Candidates may be required to obtain a security badge to gain access to buildings or work areas, at the selected Offeror's expense. The selected Offeror, subcontractors and resources must comply with the requirements of

[Management Directive 625.10 Card Read and Emergency Access to Certain Capitol Complex Buildings and Other State Office Buildings.](#)

Offeror Response

6. **Employment Restrictions.** The Commonwealth requires that the selected Offeror agree and require that its subcontractors agree, that any non-compete or similar employment restrictions will not be enforced against any candidates placed under this Contract and who desires to remain at the agency and are able to come to terms with a subcontractor of the selected Offeror, or directly with the Commonwealth, for continuing their placement.

Offeror Response

- D. **User Guide:** The selected Offeror must develop and maintain a user guide for use by the end user agencies. The user guide must define the staff augmentation process from resource engagement development to the conclusion of the resource engagement. The user guide must describe the process for agencies using the Contract to obtain IT staff augmentation resources. The user guide must describe the Contract in general, guidelines for use, user roles and the process for using the Contract. The user guide must be submitted to the DGS contract manager for review within 30 days of the notice to proceed and is subject to Commonwealth approval.

Offeror Response

- E. **Continuing Education.** The Commonwealth will reimburse the selected Offeror for off-site billable hours (up to 24 hours per contract year) for a licensed professional resource to attend continuing education training (“training”), if the training is required to maintain a license. The selected Offeror must notify the agency in writing (i.e. through the VMS, email, etc.) prior to the resource attending training and the request must include a justification of how the training applies to maintaining the resources license. If the agency approves the training and upon the resource successfully completing/passing the training, the selected Offeror may invoice (under the current PO) for reimbursement of the off-site billable hours. Proof of attendance and/or a certificate of completion must be submitted with the invoice.

The selected Offeror will keep track of all training hours and shall not exceed the 24-hour maximum per resource. Documentation of training and continuing education credits will be kept in a personnel file and a copy give to the agency supervisor.

The Commonwealth will not incur any additional costs for continuing education and training (i.e. fees to attend course, travel, etc.) other than what is describe herein.

Offeror shall acknowledge the above requirement

F. Travel Expenses: The Commonwealth requires the selected Offeror provide resources to meet the needs of the agencies at various locations (i.e. assigned work location) throughout the Commonwealth without the need for significant travel on the part of the resource. The Commonwealth will not reimburse the selected Offeror for travel, meals, lodging or other expenses except when the Commonwealth requires a resource to travel outside of his or her assigned location (i.e. assigned work location) Reimbursement will be made in accordance with the [Commonwealth Travel Policy](#) and [Commonwealth Management Directive 230.10](#) and if all of the following criteria is met:

1. The Commonwealth requires the resource to travel outside of his or her assigned work location
2. The travel is pre-approved by the agency and the Contract Manager.
3. A travel line item is reflected on the purchase order
4. All necessary proof of travel (refer to Management Directive 230.10 above) must be submitted to the Agency supervisor in a timely manner. Requests for reimbursement beyond 60 days of the original travel date will not be reimbursed.

Offeror shall acknowledge its understanding of the above requirement and identify any process/procedures that will be used to educate all resources deployed to the Commonwealth on the above travel requirements, including the need to submit proof of travel in a timely manner.

Offeror Response

G. Overtime and Holiday Policy: All hours worked during an engagement will be paid in accordance with the rate for the appropriate job title and skill category set in the Cost submittal for the resource's job title and skill category. The Commonwealth will not pay or reimburse for any overtime and/or holidays worked by a resource under the contract.

Offeror Response

H. Other Expenses: The Commonwealth will not pay for any costs in addition to the rate for the appropriate job title and skill category set forth in Cost submittal for a resource to perform his or her duties during an engagement with the Commonwealth. This includes, but is not limited to, parking, background checks, security badges, training and certifications, except for continuing and education training as described in I-4, E. **Continuing Education.**

Offeror Response

- I. Turnover:** The selected Offeror must submit a turnover plan within 180 days prior to the end of the term of the Contract. The turnover plan must identify the critical tasks that need to occur to provide a seamless transition of functions between the selected Offeror as the incumbent contractor and the new contractor with minimal disruption to operations.

At a minimum, the turnover plan must include:

- The strategy for transferring system responsibility to agency staff
- Areas that require continued support by the selected Offeror
- Timeline that will be applied to the turnover plan
- Roles and responsibilities
- Breakdown of activities that will be performed in the turnover phase
- Knowledge transfer process
- Training activities
- Technical tools and technical staff training.

The selected Offeror must execute the turnover plan upon the Commonwealth's request and the final plan is subject to the Commonwealth's approval.

Offeror Response

- J. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. In the event of an emergency, the Commonwealth reserves the right to assign other duties and tasks to maintain program continuity.

1. Describe how you anticipate such a crisis (i.e. emergency or a pandemic) will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees);
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out;
 - c. Contingency plans for:

- i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - iii. Maintaining field or home operations of Program participants, professional staff, and subcontractors employed during adverse conditions.
- d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail. Identify the role of key contacts, chain of communications (including suppliers), etc.; and
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

I-5. Tasks. Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

A. Implementation: Offeror shall submit, in its proposal, its project implementation methodology and draft implementation plan which it proposes to use for implementation of the project. At a minimum, the implementation plan must include the structure of account manager(s) who will be dedicated to the Commonwealth, the roll out of the VMS and the process the Offeror will use to ensure all billing meets Commonwealth standards. The selected Offeror may have up to three (3) months for implementation.

The implementation plan, at a minimum, must identify the critical tasks that need to occur and how the activities will be managed in order to provide a seamless transition of functions from the incumbent contractor and the selected Offeror with minimal disruption to operations. The project implementation plan must act as a confirmation of implementation activities, phasing, objectives and be detailed enough to ensure the project meets the requirements as specified in the RFP. The project implementation plan must include, but is not limited to:

- Major milestones/deliverables;
- Work Breakdown Structure ("WBS");
- Timeline;
- Roles and responsibilities;

- Technical tools and technical staff training;
- Roll-out of VMS
- The strategy for transition of existing resources (if applicable); and
- Data Transfer from current contractors (if applicable).

The selected Offeror must be prepared to work with agencies that have not utilized this type of contract in the past. Offeror must describe its plan for taking on a large volume of requests during the implementation of the Contract, adding subcontractors to the Offeror's resource pool, partnering with subcontractors to meet Commonwealth needs and assigning dedicated Account Managers to work with the Commonwealth in implementing the Contract. The offeror must also include in its description, activities such as knowledge transfer, training activities for Commonwealth agencies and offeror staff training.

Upon execution of a Contract, the selected Offeror must meet with the Commonwealth to review potential technical and logistical issues of the draft implementation plan. At this time, the selected Offeror will also be provided a list of active positions/resources, which may be incorporated into the final implementation plan. Based on the feedback received by the Commonwealth, the selected Offeror must submit a finalized implementation plan for a timely and satisfactory implementation. The selected Offeror and the Commonwealth must jointly agree to a final implementation plan, which becomes incorporated into the Contract upon the Commonwealth's approval.

Offeror Response

B. Full Service Model Approach: The Commonwealth requires the selected Offeror provide a full services model approach to managing this contract while meeting all **Service Level Agreements (SLAs)** as defined in **Appendix I**. The selected Offeror must provide a network of subcontractors who will fulfill the Commonwealth's need for IT resources throughout the Commonwealth. A listing of all current job titles and skill categories are listed in **Appendix B - Job Titles and Skill Categories** and **Appendix J - Cost Submittal**. The selected Offeror, at a minimum, must:

1. Candidates / Resources

- a. Maintain a pool of potential candidates for all of the job titles and skill categories identified in **Appendix B - Job Titles and Skill Categories** sufficient enough to meet the Commonwealth's needs.
 - i. The selected Offeror may propose the use of a candidate that is a former employee of the Commonwealth but must disclose this information to the end user agency. The selected Offeror may not propose the use of a former Commonwealth employee as a resource within one (1) year of their separation from the Commonwealth. Any former Commonwealth employee must be in compliance with all applicable laws and policy,

including specifically the [Pennsylvania Public Official and Employee Ethics Act](#).

- b. Recruit qualified candidates for all of the job titles and skill categories as required by the Commonwealth and identified in **Appendix B - Job Titles and Skill Categories** and **Appendix J - Cost Submittal**. Resources must be able to work for the entire duration of the requisition and must work onsite unless the Commonwealth provides prior written approval.
 - c. Consult with agencies to develop a cost-effective approach to fulfill IT staffing needs.
 - d. Screen candidates to select the best price performance.
 - e. Manage all candidate-related human resource issues. The selected Offeror must have a plan in place to address non-performance/personnel issues with a resource.
 - f. Maintain a public web portal that contains key performance data.
 - g. Manage resource requests from inception of the requests through the conclusion of the resource engagement.
2. **Network of Subcontractors:** The selected Offeror must:
- a. Manage and mentor the subcontractor network.
 - b. Maintain an open subcontractor network (subject to the Commonwealth approval of the subcontractor) to provide candidates for consideration for requisitions made under the Contract.
 - c. Utilize subcontractors as its only source of resources for the Contract.
 - d. Work with the Commonwealth Contract Administrator to develop and maintain a process for qualifying new subcontractors
 - e. Execute a signed agreement between the selected Offeror and each subcontractor listed as a member of the network. The selected Offeror shall make these agreements available to the Commonwealth upon request.
 - f. Manage all relationships and payments to the subcontractor(s) for any services rendered. The selected Offeror must timely pay its subcontractors upon receipt of proper invoices from the subcontractors. No payments will be made by the Commonwealth directly to any

subcontractor(s) nor will the Commonwealth deal directly with any subcontractor(s).

- g. Survey the network to check for the availability of resources, without the commitment of a PO, as requested by the Commonwealth.

Offeror shall describe how the subcontractors will be integrated into the overall process, including but not limited to: how subcontractors are qualified to be part of its network, a detailed explanation how it will recruit and qualify subcontractors who will provide candidates for all of the job titles and skill categories listed in **Appendix B - Job Titles and Skill Categories**, the success in retaining qualified subcontractors/candidates, how subcontractors are contractually bound to the pricing and how subcontractor services will be accurately tracked and reported. For additional information regarding meeting and reporting requirements, refer to **I-7, Reports and Project Control**.

Offeror Response

C. Vendor Management System (VMS): The selected Offeror must provide and administer a web-based VMS for use by the Commonwealth to facilitate the staff augmentation process. User access must be role-based, so that resources/Commonwealth employees only have access to the specific data they are required to see at their position level within their bureau/department. Only the Contract Administrator will have access to aggregate program information. The selected Offeror may not accept resource requests by any other method other than through the VMS. The Commonwealth will not incur any direct cost for use of the VMS. Commonwealth agencies must be able to access reports showing Contract utilization.

Offerors shall describe the VMS that will be used to facilitate the process, including but not limited to features, functions, reporting functionality that meets the needs of this RFP, and any additional capabilities the system has to offeror. The description shall include but not be limited to:

1. The ability of the system to manage the day to day process of resource management;
2. The ability of the system to manage PO limits - The VMS must track the available hours and usage and prohibit billing beyond the allotted hours on the PO. Resource's hours worked must not exceed the hours on the PO without agency approval. Hours which exceed the PO limit without an approved change to the PO will not be paid by the agency.
3. The ability of the system to filter reports by agency, requisitioner, resource and, if applicable, subcontractor;
4. The ability of the system to generate and deliver reports electronically, such as daily, weekly, monthly, etc.;
5. Availability of real-time data;
6. Any enhanced reporting capabilities;

7. Frequency of data/system updates;
8. Describe the type of data is retained in the VMS and for how long (days, weeks, months, years).

Include sample reports in the technical submission.

In addition to entering a resource's hours in the VMS, resources may be required to enter time worked into an agency timekeeping system for audit, chargeback, or capacity management/tracking purposes, at the agencies discretion.

Offeror Response

D. Training. The selected Offeror is responsible for developing, conducting and managing all of the training requirements in this RFP, unless otherwise noted. The selected Offeror shall keep a log of any trainings attended by subcontractors, resources or Commonwealth Employees and provide it to the Commonwealth, if requested. Training shall include but not be limited to:

1. **Onboarding.** The selected Offeror will conduct onboarding training to all applicable subcontractors, resources and designated Commonwealth employees during the implementation of the Contract resulting from this RFP. Training shall include, but not be limited to: how to use the contract, vendor management system, etc.
2. **Vendor Management System.** The selected Offeror must facilitate one (1) or more training sessions with the agencies, subcontractors and resources (if applicable) to demonstrate the VMS. At a minimum, end-user agencies must be trained on the VMS during contract implementation, before the onboarding of a new agency to the Contract and for new employee(s)/transfer(s) (as needed). Refer to section **I-4. B.** and **1-5. C. Vendor Management System** for VMS requirements.
3. **Specialized Agency Training.** The selected Offeror is responsible for certifying all deployed resources participate and successfully complete all Commonwealth mandatory trainings (as applicable), which may be unique to each agency and may occur outside normal business hours.

Offeror shall describe its training program and how it will train all end-users (i.e. offeror staff, subcontractors, agencies and resources) under the resulting contract. Include the number of personnel to be trained, duration of the program, place of the training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

For agency specific training, Offeror shall describe the process it will use track and verify that all resources successfully complete any mandatory trainings either prior to deployment to an agency or within a set period of time identified by an agency.

Offeror shall identify any additional training, not already identified above, that it will provide to the end-users of this Contract.

Offeror Response

E. Competitive Order Process: The Commonwealth has developed a high-level order process, described below, that must be utilized throughout the term of the Contract to ensure that the selected Offeror is providing the best possible service/resources to the Commonwealth:

1. Agencies will submit a request to fill a position (i.e. requisition) through the selected Offeror's VMS. The selected Offeror may not accept resource requests through any other means (i.e. fax, phone calls, etc.). The requisition shall include, but not be limited to: specific title, scope of work (professional responsibilities), additional agency requirements, labor relation approval (if applicable), requested start date, the timeframe the resource is expected to be needed (i.e. work schedule (days & hours), length of time, etc.), location of the position and type of assignment, as follows:
2. Upon submission of the requisition, the VMS must provide an electronic notification to the requestor of the receipt of the requisition. The Project Manager and/or Account Manager will review and respond to the request within one (1) business day by advising the agency that the requisition is complete and the date on which resumes will be sent or that the requisition is incomplete and what additional information is needed.
3. The Project Manager and/or Account Manager will pre-qualify candidates for interview before presenting the candidates to the agency for interview.

The pre-qualification process will consist:

- a. Reviewing the candidate's ability to perform the job functions outlined in the position description (**Appendix B - Job Titles and Skill Categories**) and the agency's scope of work (if applicable);
 - b. Verifying all credentials are active and valid; and
 - c. The candidate has been apprised of the available position and is interested in interviewing.
4. The project manager and/or account manager must then provide a group of resumes (minimum of three (3) per request, but no more than five (5)) for the agency to review. If the agency selects a candidate from this first group of resumes, the agency will proceed to **Item #5 below.**

If the agency determines the resumes provided do not meet the requirements as stated in the requisition, the agency shall request a new group of resumes from

the selected Offeror. After the second group of resumes is provided and if no resumes within the group meet the requirements as stated in the requisition and clarified (if applicable) in the reorder process, the agency may continue with the process described above until an acceptable candidate is selected or proceed to **Item 6 below**. For each request for a new group of resumes, an agency must provide justification in the VMS as to why the resumes did not meet the requirements of the original requisition.

5. Agencies will have the opportunity to conduct skills assessments of the candidates chosen from the selected Offeror's group of provided resumes. The method (phone interviews, face to face interviews, web conference, video conference, capabilities tests, etc.) for the skill assessment is at the agencies' sole discretion. The agency must notify the selected Offeror within 10 business days of the candidates it chooses to interview along with the available dates/times for interview. The selected Offeror is responsible for coordinating and scheduling the skill assessment. If the agency conducts a skills assessment and determines that the candidates do not meet the requirements of the requisition, the agency will request another group of resumes from the selected Offeror. After the second group of resumes is provided and if no resumes within the group meet the requirements as stated in the requisition and clarified (if applicable) in the reorder process, the agency may continue with the process described above until an acceptable candidate is selected or proceed to **Item 6 below**. For each request for a new group of resumes, an agency must provide justification in the VMS as to why the resumes did not meet the requirements of the original requisition.
6. If the process for Item 4 or 5 occurs twice with the same requisition and the agency is still unable to find a candidate who meets the requirements of the requisition, the agency shall immediately notify the DGS Contract Administrator, in writing, and provide: the type of position requested, date of request, number of resources provided by the selected Offeror and reason(s) the candidates were not sufficient. The DGS Contract Administrator will review the position request with the agency to determine why the position cannot be filled (i.e. hard to fill position, specification issues, etc.) and agree on a solution to filling the position, which may result in the agency submitting a waiver request to DGS's Chief Procurement Officer to use a separate procurement method or contract to meet the service need.
7. At the conclusion of the skill assessment process the agency must make a candidate selection within three (3) business days and notify the selected Offeror. At that point in time, the selected Offeror will ensure all credentials and are in place and the background check has been conducted (if applicable). The selected Offeror will then provide the agency with the final hiring details and provide a start date for the candidate, which will be within 30 days of selection or 45 days if a FBI background check is required.

8. If a resource begins work for a particular agency, and the agency determines within 10 business days that the resource does not have the skills or capabilities necessary to complete the requirements as defined in the requisition, the agency may request that the resource be replaced immediately, and the agency will not pay for the work conducted by the unacceptable resource. The Commonwealth may also reject any replacement resource according to these procedures.
9. If a replacement is required for any reason, the selected Offeror must provide a group of resumes (minimum of three (3) per request, but no more than five (5)) for the agency to review within two (2) business days. The selected Offeror may not submit a resume for a candidate who has been previously rejected (within 1-year) by an agency for the same position. The agency will make notes in the VMS as to why a candidate was rejected for a position. Not selected for a position does not mean that candidate was rejected.

If the selected Offeror and/or its subcontractors is not able to fill a requisition (i.e. resource) and the agency is granted a waiver by DGS to issue a separate procurement to acquire the resource off-Contract, the selected Offeror and/or its subcontractor cannot bid on the solicitation. During the solicitation process, the selected Offeror must actively recruit for the resource until the need is filled, and the requisition is removed from the VMS.

Offeror shall acknowledge its understanding of the above requirement and describe any additional process/procedures and timeframes

Offeror Response

F. Exception to the Competitive Order Process. In addition to the order process outlined in **I-5 E. Competitive Order Process**, agencies may also request a specific resource or request a position for a job category that is currently not listed in **Appendix B – Job Titles and Skills Categories**.

1. **Specific (Direct) Resource Requests:** A specific resource request includes any requisition of a resource that is not released to the selected Offeror's network of staff augmentation resources for the Commonwealth to make a selection. This includes all extensions and renewals of resources currently providing services to an agency.
 - a. Agencies may request a specific resource from the selected Offeror if the resource meets at least one (1) of the following conditions:
 - i. The resource has performed as a subject matter expert on a custom application or within a similar business environment within the last five (5) years.

- ii. The resource has a specific skill set required by an agency, e.g., an organization implements a new software product and an agency needs support that is not covered under an existing software contract.
 - iii. The resource is required due to an emergency situation.
 - b. Agency CIO or designee approval is required to request a specific resource from the selected Offeror.
 - c. Approximately 65% of hours worked come under the current contract comes from specific resource requests.
- 2. **Job Category Exceptions:** A job category exception may be used when an agency has a need for IT staff augmentation services that are not included in the current list of job titles and skill categories or rates.
 - a. Agencies may utilize the job category exception only after the following conditions have been met:
 - i. The agency has made an effort to classify a requisition under the current job titles and skill categories or rates.
 - ii. The agency has requested that the selected Offeror survey the network of qualified subcontractors to validate the job title, skill classification and rate.
 - b. Exception requisitions may be released to the selected Offeror's network of staff augmentation resources or filled by a specific resource request.
 - c. Agency CIO or designee and Contract Manager approval is required for the use of the exception job category.

Offeror Response

G. Purchase Order (PO) Management: The selected Offeror will be reimbursed for all resource hours worked during an engagement and will be paid in accordance with the rate for the appropriate job title and skill category set forth in the **Appendix J – Cost Submittal**. Resource hours worked must not exceed the hours on the PO without prior agency approval and a resource cannot work beyond the expiration date of a purchase order. An agency will not pay for resource hours that exceed the PO limit without an approved change to the PO nor will the agency pay for a resource who continues to work after a purchase order has expired, unless a new approved purchase order is in place. The selected Offeror shall track the available hours and usage and prohibit billing beyond the allotted hours/expiration date on a PO.

Offeror shall describe how it will track and manage all agency PO's, verify the hours/days worked by a resource before the Commonwealth is issued an invoice for any services.

Offeror Response

H. Invoices. The Offeror shall describe its invoicing process, which includes but not limited to: the agency's ability to pre-audit the invoice before the final invoice is sent to the Comptroller's office (**Section 19. Billing Requirements in the IT Terms and Conditions**), invoicing frequency (i.e. weekly, bi-weekly, monthly invoices) and on what schedule the invoicing will be audited to ensure contractual compliance.

Offeror Response

I. Communication. The selected Offeror shall have a plan in place to address overall communication throughout the term of the Contract. Specifically, the plan shall address the process used to keep all parties (i.e. Contract Administrator, agency central procurement office(s), agency users, subcontractors and resources) informed of pertinent information. The process must include the tools and techniques that will provide timely and appropriate generation, collection, distribution, storage, retrieval and disposition of information. The communications management plan shall include, but not limited to:

1. Communications management process;
2. Roles and responsibilities; and
3. Reporting tools and techniques.

Offeror shall describe its plan for Communication Management.

Offeror Response

J. Issue Management. The selected Offeror shall have a plan in place for capturing and managing issues throughout the term of the contract. The plan shall provide a means to classify problems based on critical nature and impact. The plan shall include, but not limited to:

1. Issues management approach;
2. Roles, responsibilities and communication plan;
3. Tools; and
4. Issues escalation approach.

The Contract Administrator and using agency shall be notified immediately (via email) upon any change to the point of contact(s) and provided an updated contact list on a quarterly basis.

Offeror shall describe its plan for Issue Management.

Offeror Response

K. Change Management: The Commonwealth reserves the right to add, remove and/or modify job titles, skill categories and position descriptions throughout the term of the Contract. The Contract Administrator will send notice to the selected Offeror at least 30 days prior to the date that changes are to be effective.

Offeror shall describe its approach to effectively manage changes throughout the term of the Contract. The plan must include the process to track change requests from submittal to final disposition. The change control management plan must include, at a minimum:

1. Change management process
2. Roles and responsibilities
3. Rules/procedures

Offeror Response

L. Value Added Services: Describe any additional value added services the Offeror provides as part of its MSP solution. The Commonwealth requires these value added services to be included in the rates set forth in the Cost submittal.

Offeror Response

I-6. Service Level Agreements (SLA): The Commonwealth requires that the selected Offeror demonstrate a high level of quality control standards and service to the Commonwealth. The Commonwealth has developed a set of minimum SLAs, defined in **Appendix I - Service Level Agreements**, which the selected Offeror must meet or exceed throughout the term of the Contract. Failure to achieve an SLA will result in a service credit as described in **Appendix I - Service Level Agreements**. In addition, the selected Offeror must submit a corrective action plan to the Commonwealth within fifteen (15) days of the quarter's end for any missed SLA. This plan is subject to Commonwealth approval. The selected Offeror shall execute the corrective action plan upon Commonwealth approval.

The selected Offeror will be allowed a ninety (90) day grace period during the implementation phase of the Contract to ramp up services, without being evaluated on the SLAs in **Appendix I - Service Level Agreements**. After the grace period, tracking of each of the SLAs will begin, and the first report shall be due to the Contract Manager one (1) month after the grace period ends.

Note: SLA calculations shall be limited to requisitions that have been released to the selected Offeror's network of staff augmentation resources.

Offeror Response

I-7. Reports and Project Control. The selected Offeror must create, maintain and execute the following plans, reports and documentation in a file type and format agreed to by the Commonwealth. All plans and reports are subject to Commonwealth approval.

A. Quality Assurance/Improvement Plan. The selected Offeror shall have a plan in place to address quality assurance and quality control throughout the term of the Contract. The plan must identify the internal quality processes and practices that will be used to manage and provide the level and quality required by the Commonwealth. The plan must also include the criteria by which quality is measured, how compliance is measured and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The plan must reference the SLAs listed in **Appendix I – Service Level Agreements** and must be met throughout the term of the Contract. As part of the plan, the selected Offeror must also:

1. Conduct quarterly meetings (or as needed) with the Project Manager, Account Managers, Commonwealth management and the Contract Administrator to review the quality of service provided to the Commonwealth by the selected Offeror. It is at this time that the Commonwealth will evaluate the selected Offeror on a variety of performance metrics, including, but not limited to, the SLAs outlined in **Appendix I – Service Level Agreements**. If three (3) consecutive quarterly meetings occur with minimal or no improvement in the identified areas, the selected Offeror may be considered in default and the Commonwealth may terminate the Contract.
2. Conduct monthly surveys of the satisfaction of the agency for the resource(s) placed at that agency by the selected Offeror. Surveys must be used to highlight both positive and negative points about the selected Offeror's processes and resources. Survey results shall be used to identify areas for improvement. All survey metrics must be submitted to the Contract Administrator no later than ten (10) business days past the end of the month that is being reported on.

Offeror shall describe its quality assurance measures, processes and plan. If proposed measures are not met, the selected Offeror will initiate a corrective action plan and timeframes for improvement.

Offeror shall describe any additional quality control measures it will use to ensure the selected Offeror is providing the best possible service to the Commonwealth.

Offeror Response

B. Meetings. The selected Offeror is responsible for periodic meetings and reports covering activities, problems and recommendations.

1. **Commonwealth Quarterly Meeting:** The selected Offeror must meet with the Issuing Office and specific using agency (if requested) on a quarterly basis, or upon request, to present reports identified in **I-7.C. Reports.**

Quarters are defined by the Commonwealth as follows:

- a. Quarter 1: January 1 through March 31
- b. Quarter 2: April 1 through June 30
- c. Quarter 3: July 1 through September 30
- d. Quarter 4: October 1 through December 31

The selected Offeror shall schedule the meetings, with a minimum notice of ten (10) business days.

2. **Subcontractor Network Quarterly Meeting:** The selected Offeror shall hold quarterly meetings with the network subcontractors to update the subcontractors with Contract information and performance metrics. The selected Offeror must notify the Commonwealth when these meetings will occur, at least ten (10) business days prior to the date of the meeting. The Commonwealth reserves the right to attend.

C. Reports.

1. **Quarterly Reports:** The selected Offeror must submit quarterly reports to the Issuing Office within fifteen (15) business days of the quarter's end. Quarterly reports shall include at a minimum, a summary report with the sales for the period, subtotaled by agency, current hours and bill rates, resource pay rates, a detailed report containing the line item details of each PO by agency, bureau/purchasing organization and subcontractor, fill-rate by position, vacancy report, an SLA achievement report and a utilization report, which identifies the following: .
 - a. Active network subcontractors
 - b. Pending network subcontractors
 - c. Inactive network subcontractors
 - d. Industry trends
 - e. Contract utilization by agency and job category
 - f. Activities seeking potential subcontractors to be added to the network
2. **Monthly Reports:** The selected Offeror must make all monthly reports available to the agencies through the VMS. Monthly reports must contain the percent of revenue, fill-rate by position, percent of resources provided through the selected Offeror's subcontractor network, a utilization report, vacancy report and a PO Limit report if requested by the agency.

3. **Ad-hoc Reports:** The selected Offeror must provide any additional reports requested by the Commonwealth at no additional cost.

Offeror Response

I-8. Objections and Additions to Standard IT Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Standard IT Contract Terms and Conditions**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Standard IT Contract Terms and Conditions** or to other provisions of the RFP.

Offeror Response

APPENDIX A - IT CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

- (a) Agency. The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this Contract, that entity shall also be identified as “Agency.”
- (b) Commonwealth. The Commonwealth of Pennsylvania.
- (c) Contract. The integrated documents as defined in **Section 11, Order of Precedence**.
- (d) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (e) Data. Any recorded information, regardless of the form, the media on which it is recorded or the method of recording.
- (f) Days. Calendar days, unless specifically indicated otherwise.
- (g) Developed Works. All of the fully or partially complete property, whether tangible or intangible prepared by the Contractor for ownership by the Commonwealth in fulfillment of the requirements of this Contract, including but not limited to: documents; sketches; drawings; designs; works; papers; files; reports; computer programs; documentation; data; records; software; samples; literary works and other works of authorship. Developed Works include all material necessary to exercise all attributes of ownership or of the license granted in **Section 46, Ownership of Developed Works**.
- (h) Documentation. All materials required to support and convey information about the Services or Supplies required by this Contract, including, but not limited to: written reports and analyses; diagrams maps, logical and physical designs; system designs; computer programs; flow charts; and disks and/or other machine-readable storage media.
- (i) Expiration Date. The last valid date of the Contract, as indicated in the Contract documents to which these IT Contract Terms and Conditions are attached.
- (j) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.
- (k) Proposal. Contractor’s response to a Solicitation issued by the Issuing Agency, as accepted by the Commonwealth.

- (l) Services. All Contractor activity necessary to satisfy the Contract.
- (m) Software. A collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (n) Solicitation. A document issued by the Commonwealth to procure Services or Supplies, e.g., Request for Proposal; Request for Quotation; Supplier Pricing Request; or Invitation for Bid, including all attachments and addenda thereto.
- (o) Supplies. All tangible and intangible property including, but not limited to, materials and equipment provided by the Contractor to satisfy the Contract.

2. TERM OF CONTRACT.

- (a) Term. The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.
- (b) Effective Date. The Effective Date shall be one of the following:
 - (i) the date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or
 - (ii) the date stated in the Contract, whichever is later.

3. COMMENCEMENT OF PERFORMANCE.

- (a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:
 - (i) the Effective Date has occurred; and
 - (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.
- (b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. EXTENSION OF CONTRACT TERM.

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to **three (3) months** upon the same terms and conditions.

5. ELECTRONIC SIGNATURES.

- (a) The Contract and/or Purchase Orders may be electronically signed by the Commonwealth.
 - (i) *Contract.* “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.
 - (ii) *Purchase Orders.* The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
 - (i) *Written signature not required.* No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (ii) *Validity; admissibility.* The parties agree that no writing shall be required in order to make the Contract or Purchase Order legally binding, notwithstanding contrary requirements in any law or regulation. The parties hereby agree not to contest the validity or enforceability of the Contract executed electronically, or acknowledgement issued electronically, under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement executed or issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- (c) Verification. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

6. PURCHASE ORDERS.

- (a) Purchase Orders. The Commonwealth may issue Purchase Orders against the Contract or issue a Purchase Order as the Contract. These Purchase Orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to, and including, the Expiration Date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
- (b) Electronic transmission. Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a Purchase Order shall require acknowledgement of receipt of the transmission by the Contractor.
- (c) Receipt. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of a Purchase Order.
- (d) Received next business day. Purchase Orders received by the Contractor after 4 p.m. will be considered received the following business day.
- (e) Commonwealth Purchasing Card. Purchase Orders under \$10,000 in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number and expiration date of the card. The Contractor agrees to accept payment through the use of a Commonwealth Purchasing card.

7. CONTRACT SCOPE.

The Contractor agrees to furnish the requested Services and Supplies to the Commonwealth as such Services and Supplies are defined in this Contract.

8. ACCESS TO COMMONWEALTH FACILITIES.

If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access.

9. NON-EXCLUSIVE CONTRACT.

The Commonwealth reserves the right to purchase Services and Supplies within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

10. INFORMATION TECHNOLOGY POLICIES.

- (a) General. The Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (located at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in IT Policy ACC001, Accessibility Policy. The Contractor shall ensure that Services and Supplies procured under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, and the Commonwealth requests that the Contractor comply with the changed standard, then any incremental costs incurred by the Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.
- (b) Waiver. The Contractor may request a waiver from an Information Technology Policy (ITP) by providing detailed written justification as to why the ITP cannot be met. The Commonwealth may waive the ITP in whole, in part or conditionally, or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.

11. ORDER OF PRECEDENCE.

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) The documents containing the parties' signatures;
- (b) The IT Contract Terms and Conditions;
- (c) The Solicitation; and
- (d) The Proposal.

12. CONTRACT INTEGRATION.

- (a) Final contract. This Contract constitutes the final, complete, and exclusive Contract between the parties, containing all the terms and conditions agreed to by the parties.
- (b) Prior representations. All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) Conditions precedent. There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) Sole applicable terms. No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

- (e) Other terms unenforceable. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms may be accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Contract merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Contract. Any terms imposed upon the Commonwealth or a user in contravention of this subsection (e) must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.

13. PERIOD OF PERFORMANCE.

The Contractor, for the term of this Contract, shall complete all Services and provide all Supplies as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any Services or Supplies provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services or Supplies.

14. INDEPENDENT PRIME CONTRACTOR.

- (a) Independent contractor. In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth.
- (b) Sole point of contact. The Contractor will be responsible for all Services and Supplies in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15. SUBCONTRACTS.

The Contractor may subcontract any portion of the Services or Supplies described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an un-redacted copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause,

to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

16. OTHER CONTRACTORS.

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees and coordinate its Services and/or its provision of Supplies with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

17. ENHANCED MINIMUM WAGE.

- (a) Enhanced Minimum Wage. Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- (b) Adjustment. Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- (c) Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees:
 - (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
 - (ii) covered by a collective bargaining agreement;
 - (iii) required to be paid a higher wage under another state or federal law governing the services, including the *Prevailing Wage Act* and Davis-Bacon Act; or
 - (iv) required to be paid a higher wage under any state or local policy or ordinance.

- (d) Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- (e) Records. Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- (f) Sanctions. Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- (g) Subcontractors. Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

18. COMPENSATION.

- (a) General. The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and Services performed to the satisfaction of the Commonwealth.
- (b) Travel. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract. If not otherwise specified in the Contract, travel and related expenses shall be reimbursed in accordance with [Management Directive 230.10 Amended](#), *Commonwealth Travel Policy*, and [Manual 230.1](#), *Commonwealth Travel Procedures Manual*.

19. BILLING REQUIREMENTS.

- (a) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:
 - (i) Vendor name and “Remit to” address, including SAP Vendor number;
 - (ii) Bank routing information, if ACH;
 - (iii) SAP Purchase Order number;
 - (iv) Delivery Address, including name of Commonwealth agency;

- (v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include Purchase Order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) If an invoice does not contain the minimum information set forth in this section, and comply with the provisions located at <https://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>, relating to the Commonwealth E-Invoicing Program, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

20. PAYMENT.

- (a) Payment Date. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
- (i) the date on which payment is due under the terms of the Contract;
 - (ii) **thirty (30) days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or
 - (iii) the payment date specified on the invoice if later than the dates established by [paragraphs \(a\)\(i\) and \(a\)\(ii\)](#), above.
- (b) Delay; Interest. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act of December 13, 1982, P.L. 1155, No. 266, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40 (relating to interest penalties for late payments to qualified small business concerns).

- (c) Payment should not be construed by the Contractor as acceptance of the Service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

21. ELECTRONIC PAYMENTS.

- (a) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within **10 days** of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- (b) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- (c) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

22. ASSIGNABILITY.

- (a) Subject to the terms and conditions of this section the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the

Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.

- (f) A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

23. INSPECTION AND ACCEPTANCE.

- (a) Developed Works and Services.
 - (i) *Acceptance.* Acceptance of any Developed Work or Service will occur in accordance with an acceptance plan (Acceptance Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Acceptance Plan by the Commonwealth, the Acceptance Plan becomes part of this Contract.
 - (ii) *Software Acceptance Test Plan.* For contracts where the development of Software, the configuration of Software or the modification of Software is being inspected and accepted, the Acceptance Plan must include a Software Acceptance Test Plan. The Software Acceptance Test Plan will provide for a final acceptance test, and may provide for interim acceptance tests. Each acceptance test will be designed to demonstrate that the Software conforms to the functional specifications, if any, and the requirements of this Contract. The Contractor shall notify the Commonwealth when the Software is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (iii) If software integration is required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be final unless at the time of final acceptance, the Software does not meet the acceptance criteria set forth in the Contract.
 - (iv) If software integration is not required at the end of the project, as set out in the Solicitation, the Commonwealth's acceptance of the Software shall be complete and final.
 - (v) *Certification of Completion.* The Contractor shall certify, in writing, to the Commonwealth when an item in the Acceptance Plan is completed and ready for acceptance. Unless otherwise agreed to by the Commonwealth in the Acceptance Plan, the acceptance period shall be **10 business days** for interim items and **30 business days** for final items. Following receipt of the Contractor's certification of completion of an item, the Commonwealth shall, either:

- (1) Provide the Contractor with Commonwealth's written acceptance of the work product; or
 - (2) Identify to the Contractor, in writing, the failure of the work product to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (vi) *Deemed Acceptance.* If the Commonwealth fails to notify the Contractor in writing of any failures in the work product within the applicable acceptance period, the work product shall be deemed accepted.
- (vii) *Correction upon Rejection.* Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the work product to comply with the specifications, the Contractor shall have **15 business days**, or such other time as the Commonwealth and the Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected item, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the items have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted items and certification, the Commonwealth shall have **30 business days** to test the corrected items to confirm that they are in compliance with the specifications. If the corrected items are in compliance with the specifications, then the Commonwealth shall provide the Contractor with its acceptance of the items in the completed milestone.
- (viii) *Options upon Continued Failure.* If, in the opinion of the Commonwealth, the corrected items still contain material failures, the Commonwealth may either:
- (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under **Section 28, Termination**, except that the cure period set forth in **Subsection 28(c)** may be exercised in the Commonwealth's sole discretion.
- (b) Supplies.
- (i) *Inspection prior to Acceptance.* No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies.
 - (ii) *Defective Supplies.* Any Supplies discovered to be defective or that fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance

with the specifications were not reasonably ascertainable upon the initial inspection.

- (1) The Contractor shall remove rejected item(s) from the premises without expense to the Commonwealth within **15 days** after notification.
- (2) Rejected Supplies left longer than **30 days** will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies.
- (3) Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth may procure, in such manner as it determines, supplies similar or identical to the those that Contractor failed, neglected or refused to replace, and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

24. DEFAULT.

The Commonwealth may, subject to the provisions of **Section 25, Notice of Delays**, and **Section 66, Force Majeure**, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in **Section 28, Termination**) the whole or any part of this Contract for any of the following reasons:

- (i) Failure to begin Services within the time specified in the Contract or as otherwise specified;
- (ii) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
- (iii) Unsatisfactory performance of the Services;
- (iv) Failure to meet requirements within the time periods(s) specified in the Contract;
- (v) Multiple failures over time of a single service level agreement or a pattern of failure over time of multiple service level agreements;

- (vi) Failure to provide a Supply or Service that conforms with the specifications referenced in the Contract;
- (vii) Failure or refusal to remove material, or remove, replace or correct any Supply rejected as defective or noncompliant;
- (viii) Discontinuance of Services without approval;
- (ix) Failure to resume a Service, which has been discontinued, within a reasonable time after notice to do so;
- (x) Insolvency;
- (xi) Assignment made for the benefit of creditors;
- (xii) Failure or refusal, within **10 days** after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals or for utility services rendered;
- (xiii) Failure to protect, repair or make good any damage or injury to property;
- (xiv) Breach of any provision of this Contract;
- (xv) Any breach by Contractor of the security standards or procedures of this Contract;
- (xvi) Failure to comply with representations made in the Contractor's Proposal;
or
- (xvii) Failure to comply with applicable industry standards, customs and practice.

25. NOTICE OF DELAYS.

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth 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 Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. 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. If an extension of the delivery schedule is granted, it will be done consistent with [Section 27, Changes](#).

26. CONDUCT OF SERVICES.

- (a) Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.
- (b) In determining whether the Contractor has performed with due diligence under the Contract, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor's Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of **Section 30, Contract Controversies**.

27. CHANGES.

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth of any charges for investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary changes to the Contract, the parties must complete and execute a change order to modify the Contract and implement the change. The change order will be evidenced by a writing in accordance with the Commonwealth's change order procedures. No work may begin on the change order until the Contractor has received the executed change order. If the parties are not able to agree upon the results of the investigation or the necessary changes to the Contract, a Commonwealth-initiated change request will be implemented at Commonwealth's option and the Contractor shall perform the Services; and either party may elect to have the matter treated as a dispute between the parties under **Section 30, Contract Controversies**. During the pendency of any such dispute, Commonwealth shall pay to Contractor any undisputed amounts.
- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed.

28. TERMINATION.

- (a) For Convenience.

- (i) The Commonwealth may terminate the Contract, or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor **30 days'** prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (1) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (2) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with [Section 30, Contract Controversies](#), of this Contract.

- (ii) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such Services performed during the **30-day** notice period, if such Services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
 - (iii) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.
- (b) Non-Appropriation. Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance or full

performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract in whole or in part. The Contractor shall be reimbursed in the same manner as that described in [subsection \(a\)](#) to the extent that appropriated funds are available.

- (c) **Default.** The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within **30 days**, or if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.
- (i) Subject to [Section 38, Limitation of Liability](#), in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection (c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection (c) shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under [subsection \(a\)](#).
- (v) If this Contract is terminated as provided by this subsection (c), the Commonwealth may, in addition to any other rights provided in this subsection (c), and subject law and to other applicable provisions of this Contract, require the Contractor to deliver to the Commonwealth in the

manner and to the extent directed by the Contracting Officer, such Software, Data, Developed Works, Documentation and other materials as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in **Section 30, Contract Controversies**, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

29. BACKGROUND CHECKS.

- (a) The Contractor, at its expense, must arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth Data or Commonwealth facilities (including leased facilities or facilities owned by third parties but utilized by the Commonwealth), either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <https://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this section on more than one occasion or Contractor's failure to cure any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct or require background checks over and above that described herein.

30. CONTRACT CONTROVERSIES.

- (a) Pursuant to Section 1712.1 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1712.1, in the event of a claim arising from the Contract or a purchase order, the Contractor, within **six (6) months** after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within **60 days** thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program, <https://www.ogc.pa.gov/Services%20to%20Agencies/Mediation%20Procedures/Pages/default.aspx>.
- (b) If the Contractor or the Contracting Officer requests mediation, and the other party agrees, the Contracting Officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required **120 days** after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the Contracting Officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send his/her written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the purchasing agency.
- (c) Within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract or Purchase Order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract or Purchase Order.

31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.

- (a) General. The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. Unless the context otherwise clearly indicates the need for confidentiality, information is deemed

confidential only when the party claiming confidentiality designates the information as “confidential” in such a way as to give notice to the other party (for example, notice may be communicated by describing the information, and the specifications around its use or disclosure, in the Solicitation or in the Proposal). Neither party may assert that information owned by the other party is such party’s confidential information. Notwithstanding the foregoing, all Data provided by, or collected, processed, or created on behalf of the Commonwealth is Confidential Information unless otherwise indicated in writing.

- (b) Copying; Disclosure; Termination. The parties agree that confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract or any license granted hereunder, the receiving party will return to the disclosing party, or certify as to the destruction of, all confidential information in the receiving party’s possession, other than one copy (where permitted by law or regulation), which may be maintained for archival purposes only, and which will remain subject to this Contract’s security, privacy, data retention/destruction and confidentiality provisions. A material breach of these requirements may result in termination for default pursuant to **Subsection 28(c)**, in addition to other remedies available to the non-breaching party.

- (c) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this section do not apply to information:
 - (i) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how or data processing techniques developed alone or jointly with

the Commonwealth in connection with services provided to the Commonwealth under this Contract.

- (d) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
- (i) Prepare and submit an un-redacted version of the appropriate document;
 - (ii) Prepare and submit a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret. The Contractor shall use a redaction program that ensures the information is permanently and irreversibly redacted; and
 - (iii) Prepare and submit a signed written statement that identifies confidential or proprietary information or trade secrets and that states:
 - (1) the attached material contains confidential or proprietary information or trade secrets;
 - (2) the Contractor is submitting the material in both redacted and un-redacted format, if possible, in accordance with 65 P.S. § 67.707(b); and
 - (3) the Contractor is requesting that the material be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (e) Disclosure of Recipient or Beneficiary Information Prohibited. The Contractor shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under the Contract for any purpose not connected with the Contractor's responsibilities, except with consent pursuant to applicable law or regulations. All material associated with direct disclosures of this kind (including the disclosed information) shall be provided to the Commonwealth prior to the direct disclosure.
- (f) Compliance with Laws. Contractor will comply with all applicable laws or regulations related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability Act* (HIPAA). It is understood that **Exhibit A, Commonwealth of Pennsylvania Business Associate Agreement**, is only applicable if and to the extent indicated in the Contract.
- (g) Additional Provisions. Additional privacy and confidentiality requirements may be specified in the Contract.

- (h) Restrictions on Use. All Data and all intellectual property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be used only for the work of this Contract. No Data, intellectual property, Documentation or Developed Works may be used, disclosed, or otherwise opened for access by or to the Contractor or any third party unless directly related to and necessary under the Contract.

32. PCI SECURITY COMPLIANCE.

- (a) General. By providing the Services under this Contract, the Contractor may create, receive, or have access to credit card records or record systems containing cardholder data including credit card numbers (collectively the “Cardholder Data”). Contractor shall comply with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements for Cardholder Data that are prescribed by the payment brands (including, but not limited to, Visa, MasterCard, American Express, and Discover), as they may be amended from time to time. The Contractor acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as specifically agreed to by the payment brands, for purposes of this Contract or as required by applicable law or regulations.
- (b) Compliance with Standards. The Contractor shall conform to and comply with the PCI DSS standards as defined by The PCI Security Standards Council at: https://www.pcisecuritystandards.org/security_standards/index.php. The Contractor shall monitor these PCI DSS standards and will promptly notify the Commonwealth if its practices should not conform to such standards. The Contractor shall provide a letter of certification to attest to meeting this requirement within **seven (7) days** of the Contractor’s receipt of the annual PCI DSS compliance report.

33. DATA BREACH OR LOSS.

- (a) The Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody, and control of the Contractor or its employees, agents, and/or subcontractors:
 - (i) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information (“Incident”) to the Commonwealth within **one (1) hour** of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or

further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.

- (ii) The Contractor shall provide timely notice to all individuals that may require notice under any applicable law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
 - (iii) The Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.
- (c) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this section in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

34. INSURANCE.

- (a) General. Unless otherwise indicated in the Solicitation, the Contractor shall maintain at its expense and require its agents, contractors and subcontractors to procure and maintain, as appropriate, the following types and amounts of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth:
- (i) Workers' Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Workers' Compensation Act*, Act of June 2, 1915, P.L. 736, No. 338, reenacted and amended June 21, 1939, P.L. 520, No. 281, as amended, 77 P.S. §§ 1—2708.
 - (ii) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any agent, contractor or subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than **\$500,000** per person and **\$2,000,000** per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured

against the insurance coverages in regard to the Services performed for or Supplies provided to the Commonwealth.

- (iii) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate.
 - (iv) Professional Liability/Errors and Omissions Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (v) Network/Cyber Liability Insurance (including coverage for Professional and Technology-Based Services Liability if not covered under Company's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of **\$3,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vi) Completed Operations Insurance in the amount of **\$2,000,000**, per accident/occurrence/annual aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vii) Comprehensive crime insurance in an amount of not less than **\$5,000,000** per claim.
- (b) Certificate of Insurance. Prior to commencing Services under the Contract, and annually thereafter, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance required by this section. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this section until at least **15 days'** prior written notice has been given to the Commonwealth. Such cancellation or change shall not relieve the Contractor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) Insurance coverage length. The Contractor agrees to maintain such insurance for the latter of the life of the Contract, or the life of any Purchase Orders issued under the Contract.

35. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, Supplies, Services, leased space, construction or other activity, under a contract, grant, lease, Purchase Order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- (b) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (c) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (d) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within **15 days** of the date of suspension or debarment.
- (e) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (f) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (g) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <https://www.dgs.pa.gov/Pages/default.aspx> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.

The Contractor agrees that the Commonwealth 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 Commonwealth.

37. TAXES-FEDERAL, STATE AND LOCAL.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-7400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

38. LIMITATION OF LIABILITY.

- (a) General. The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of **\$250,000** or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to any damages:
- (i) for bodily injury;
 - (ii) for death;
 - (iii) for gross negligence or intentional or willful misconduct;

- (iv) for damage to real property or tangible personal property for which the Contractor is legally liable;
 - (v) under **Section 42, Patent, Copyright, Trademark and Trade Secret Protection**;
 - (vi) under **Section 33, Data Breach or Loss**; or
 - (vii) under **Section 41, Virus, Malicious, Mischievous or Destructive Programming**.
- (b) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in **paragraphs (a)(i)—(vii)** above, or as otherwise specified in the Contract.

39. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

40. SOVEREIGN IMMUNITY.

No provision of this Contract may be construed to waive or limit the sovereign immunity of the Commonwealth of Pennsylvania or its governmental sub-units.

41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.

- (a) The Contractor shall be liable for any damages incurred by the Commonwealth if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the

Commonwealth software security standards. The Commonwealth must demonstrate that the Contractor or any of its employees, subcontractors or consultants introduced the virus or malicious, mischievous or destructive programming. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.

- (b) The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that results from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of Software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.
- (d) The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.
- (e) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.
- (f) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (g) The Commonwealth will not be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

42. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION.

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, trademarks or trade dress, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, Act of October 15, 1980, P.L. 950, No. 164, as amended, 71 P.S. § 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under the terms it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement that prevents the Commonwealth from continuing to use the Developed Works as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor, at its expense, will provide whatever cooperation OAG requests in the defense of the suit.
- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade dress, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, trademark or trade dress, or for a

misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense:

- (i) substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs; or
 - (ii) obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
- (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) Notwithstanding the above, the Contractor shall have no obligation for:
- (i) modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;

- (vi) the Commonwealth’s distribution, marketing or use beyond the scope contemplated by the Contract; or
- (vii) the Commonwealth’s failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (h) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Contractor’s sole and exclusive obligation for the infringement or misappropriation of intellectual property.

43. CONTRACT CONSTRUCTION.

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws and regulations of the United States of America.

44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.

- (a) Definitions.
 - (i) “Contractor Property” refers to Contractor-owned tangible and intangible property.
 - (ii) “Third Party” refers to a party that licenses its property to Contractor for use under this Contract.
 - (iii) “Third Party Property” refers to property licensed by the Contractor for use in its work under this Contract.
- (b) Contractor Property shall remain the sole and exclusive property of the Contractor. Third Party Property shall remain the sole and exclusive property of the Third Party. The Commonwealth acquires rights to the Contractor Property and Third Party Property as set forth in this Contract.
 - (i) Where the Contractor Property is integrated into the Supplies or Services which are not Developed Works), or the Contractor Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor hereby grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use the Contractor Property as necessary to meet the requirements of the Contract, including the rights to reproduce, distribute, publicly perform, display and create derivative works of the Contractor Property. These rights are granted for a duration and to an extent necessary to meet the requirements under this Contract. If the Contractor requires a separate license agreement, such license terms shall include the aforementioned

rights, be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Contractor.

- (ii) If Third Party Property is integrated into the Supplies or Services which are not Developed Works, or the Third Party Property is otherwise necessary for the Commonwealth to attain the full benefit of the Supplies or Services in accordance with the terms of the Contract, the Contractor shall gain the written approval of the Commonwealth prior to the use of the Third Party Property or the integration of the Third Party Property into the Supplies or Services. Third Party Property approved by the Commonwealth is hereby licensed to the Commonwealth as necessary to meet the Contract requirements.
 - (iii) If the Third Party requires a separate license agreement, the license terms shall be acceptable to the Commonwealth and will be separately negotiated and executed between the Commonwealth and the Third Party.
 - (iv) If the use or integration of the Third Party Property is not approved in writing under this section, the Third Party Property shall be deemed to be licensed under [paragraph \(b\)\(i\)](#) above.
 - (v) If the Contract expires or is terminated for default pursuant to [subsection 28\(c\)](#) before the Contract requirements are complete, all rights are granted for a duration and for purposes necessary to facilitate Commonwealth's or a Commonwealth-approved vendor's completion of the Supplies, Services or Developed Works under this Contract. The Contractor, in the form used by Contractor in connection with the Supplies, Services, or Developed Works, shall deliver to Commonwealth the object code version of such Contractor Property, the Third Party Property and associated licenses immediately prior to such expiration or termination to allow the Commonwealth to complete such work.
 - (vi) Where third party users are reasonably anticipated by the Contract, all users are granted the right to access and use Contractor Property for the purposes of and within the scope indicated in the Contract.
- (c) The Commonwealth will limit its agents and contractors' use and disclosure of the Contractor Property as necessary to perform work on behalf of the Commonwealth.
 - (d) The parties agree that the Commonwealth, by acknowledging the Contractor Property, does not agree to any terms and conditions of the Contractor Property agreements that are inconsistent with or supplemental to this Contract.
 - (e) Reports. When a report is provided under this Contract, but was not developed specifically for the Commonwealth under this Contract, the ownership of the report will remain with the Contractor; provided, however, that the Commonwealth has

the right to use, copy and distribute the report within the executive agencies of the Commonwealth.

45. USE OF COMMONWEALTH PROPERTY.

“Commonwealth Property” refers to Commonwealth-owned Software, Data and property (including intellectual property) and third party owned Software and property (including intellectual property) licensed to the Commonwealth.

- (a) Confidentiality of Commonwealth Property. All Commonwealth Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract shall be considered confidential information under **Section 31, Confidentiality, Privacy, and Compliance.**
- (b) License grant and restrictions. During the term of this Contract, Commonwealth grants to Contractor and its subcontractors for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to access, use, reproduce, and modify Commonwealth Property in accordance with the terms of the Contract. The Commonwealth’s license to Contractor is limited by the terms of this Contract.
 - (i) The Contractor hereby assigns to the Commonwealth its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Intellectual Property. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the *Copyright Act of 1976*, as amended.
 - (ii) Neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Intellectual Property. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this section.
- (c) Reservation of rights. All rights not expressly granted here to Contractor are reserved by the Commonwealth.
- (d) Termination of Commonwealth license grant.
 - (i) *Rights Cease.* Upon the expiration or termination for any reason of Contractor’s obligation to provide the Services under this Contract, all rights granted to Contractor under this section shall immediately cease.

- (ii) *Return Commonwealth Property.* Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Intellectual Property (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination (except that Commonwealth Data shall be turned over in a form acceptable to the Commonwealth).
- (iii) *List of utilized Commonwealth Property/Destruction.* Within **15 days** after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Intellectual Property in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.
- (e) Effect of license grant termination. Consistent with the provisions of this section, Contractor shall refrain from manufacturing, copying, marketing, distributing or using any Commonwealth Software or any other work which incorporates the Commonwealth Software.
- (f) Commonwealth Property Protection.
 - (i) Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Data, Commonwealth Software and the Developed Works developed under the provisions of this Contract, and Contractor shall not, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Data, Commonwealth Software or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason.
 - (ii) Contractor shall not, in any manner, represent that Contractor has any ownership interest in the Commonwealth Data, Commonwealth Software or the Developed Works.

46. OWNERSHIP OF DEVELOPED WORKS.

Unless otherwise specified in the Contract, including the Solicitation, ownership of all Developed Works shall be in accordance with the provisions set forth in this section.

- (a) Rules for usage for Developed Works.

- (i) *Property of Contractor.* If Developed Works modify, improve, contain, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, such Developed Works.
 - (1) For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania.
 - (2) If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.
 - (ii) *Property of Commonwealth/licensor.* If the Developed Works modify, improve or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor.
- (b) Copyright Ownership.
- (i) *Works made for hire; general.* Except as indicated in [paragraph \(a\)\(i\)](#), above, Developed Works developed as part of the scope of work for the Project, including Developed Works developed by subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the *Copyright Act of 1976*, as amended, 17 United States Code.
 - (ii) *Assignment.* In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns, all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its subcontractors assign, and upon their authorship

or creation, expressly and automatically assigns all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth.

- (iii) *Rights to Commonwealth.* Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Developed Works and the right to display the Developed Works.
 - (iv) *Subcontracts.* The Contractor further agrees that it will include the requirements of this section in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works.
 - (v) *Completion or termination of Contract.* Upon completion or termination of this Contract, Developed Works, or completed portions thereof, shall immediately be delivered by Contractor to the Commonwealth.
 - (vi) *Warranty of noninfringement.* Contractor represents and warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws and regulations of the United States.
- (c) Patent ownership. Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (d) Federal government interests. Certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. [Part 401](#), as amended, and other applicable law or regulations.
- (e) Usage rights. Except as otherwise covered by this section either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how,

methodologies, processes, components, technologies, algorithms, designs, modules or techniques relating to the Services.

- (f) Contractor’s copyright notice obligations. Contractor will affix the following Copyright Notice to the Developed Works developed under this section and all accompanying documentation: “*Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved.*” This notice shall appear on all versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any and all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.

- (a) Source code. Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.
- (b) Escrow. To the extent that Developed Works and/or any perpetually-licensed software include application software or other materials generally licensed by the Contractor, Contractor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Contractor.
- (c) Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the Commonwealth, prior to deposit of any source code into escrow.
- (d) Obtaining source code. Contractor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Contractor to fulfill its obligations to Commonwealth under this Contract, Commonwealth shall be able to obtain the source code of the then-current source codes related to Developed Works and/or any Contractor Property placed in escrow under [subsection \(b\)](#), above, from the escrow agent.

48. CONTRACTOR HOSTED SECURITY, LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

- (i) All Data must be stored within the United States;
- (ii) The Contractor shall be responsible for maintaining the privacy, security and integrity of Data in the Contractor’s or its subcontractors’ possession;

- (iii) All Data shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth and at no cost;
- (iv) Any Data shall be destroyed by the Contractor at the Commonwealth's request;
- (v) Any Data shall be held for litigation or public records purposes by the Contractor at the Commonwealth's request, and in accordance with the security, privacy and accessibility requirements of this Contract; and
- (vi) The Contractor shall comply with the provisions set forth in **Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services**.

49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.

- (a) Except as otherwise provided in **Section 46, Ownership of Developed Works**, the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. 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 Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in the Contract, the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

50. CHANGE IN CONTRACTOR'S OWNERSHIP.

In the event that the Contractor should change ownership, the Commonwealth shall have the exclusive option of:

- (i) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract;
- (ii) continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs; or
- (iii) immediately terminating this Contract.

51. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

52. COMPLIANCE WITH LAWS.

- (a) The Contractor shall comply with all federal, state and local laws, regulations and policies applicable to its Services or Supplies, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.
- (b) If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the Services or Supplies provided under this Contract, the Parties shall modify this Contract, via **Section 27, Changes**, to the extent reasonably necessary to:
 - (i) Ensure that such Services or Supplies will be in full compliance with such laws, regulations and policies; and
 - (ii) Modify the rates applicable to such Services or Supplies, unless otherwise indicated in the Solicitation.

53. *THE AMERICANS WITH DISABILITIES ACT.*

During the term of this Contract, the Contractor agrees as follows:

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of

Pennsylvania as a result of the Contractor's failure to comply with the provisions of [subsection \(a\)](#).

54. EXAMINATION OF RECORDS.

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in [subsection \(c\)](#) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by applicable laws or regulations, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in [Section 31, Confidentiality, Privacy and Compliance](#).
- (c) The Contractor shall preserve and make available its records for a period of **three (3) years** from the date of final payment under this Contract.
 - (i) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of **three (3) years** from the date of any resulting final settlement.
 - (ii) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to [paragraph \(c\)\(ii\)](#) above, the Contractor may in fulfillment of its obligation to retain its records as required by this section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of **two (2) years** following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this section shall be applicable to and included in each subcontract hereunder.

55. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, as amended, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in the most current version of *Government Auditing Standards* (Yellow Book).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, as amended, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*, as amended.

56. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE).

- (a) Contractor understands that its level of access may allow or require it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws, regulations and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies or Services, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements. This sign-off document, a sample of which is attached as **Exhibit C, Sample Sign-off Document**, will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.
- (b) The Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the deployment of the Supplies or Services, the Contractor is and shall remain compliant with all applicable state and federal laws, regulations and policies regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract.

- (c) This section does not require a Commonwealth agency to exhaustively list the laws, regulations or policies to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with applicable laws, regulations and policies.
- (d) The requirements of this section are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in **Section 29, Background Checks**, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

57. FEDERAL REQUIREMENTS.

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document, in addition to any applicable requirements of **Section 56, Agency-Specific Sensitive and Confidential Commonwealth Data**, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor to execute, as necessary. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract. A sample sign-off document is attached to these Terms as **Exhibit C, Sample Sign-off Document**.

58. ADDITIONAL FEDERAL PROVISIONS.

Additional contract provisions may be incorporated into this Contract pursuant to federal law, regulation or policy.

59. ENVIRONMENTAL PROTECTION.

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended, 35 P.S. §§ 691.1—691.801; the *Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as

amended, 35 P.S. §§ 6018.101—68.1003; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. §§ 693.1—693.27.

60. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- (c) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- (d) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (e) The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

- (f) The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of [PHRA](#) and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (g) The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- (h) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- (i) The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (j) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

61. CONTRACTOR INTEGRITY PROVISIONS.

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

- (a) **Definitions.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
- (i) “*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.
 - (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
 - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (v) “*Financial Interest*” means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal 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. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § 7.153(b), shall apply.
 - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) 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 Commonwealth.

- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth 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.
- (iii) 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 any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) 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 Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth 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.
- (v) Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) 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

- (5) 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 Commonwealth 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 Commonwealth 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 Commonwealth 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.

- (vi) 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).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) 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 Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the

Commonwealth 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.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General 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 subsection 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 Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth 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 Commonwealth may have under law, statute, regulation, or otherwise.

62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

63. WARRANTIES.

Except as otherwise set forth in the Contract, the Contractor warrants that the Services, Supplies and Developed Works will conform in all material respects to the functional specifications for the Services, Supplies and Developed Works and/or the requirements of the Contract. The warranty period for the Services, Supplies and Developed Works shall be **90 days** from final acceptance. If third-party Services, Supplies or Developed Works are subject to a warranty that exceeds **90 days** from final acceptance, the longer warranty period shall apply. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.

- (b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **10 days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:
 - (i) Modifications to Developed Works made by the Commonwealth;
 - (ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;
 - (iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;
 - (iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or
 - (v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

- (c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.

- (d) Right to perform. The Contractor hereby represents and warrants to the Commonwealth that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.

- (e) Sole warranties. THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

64. LIQUIDATED DAMAGES.

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a due date is not met, the delay will interfere with the Commonwealth'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 Commonwealth 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, unless otherwise indicated in the Contract, 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 amount of liquidated damages shall be as set out in the Solicitation. If not amount is set out in the Solicitation, the amount of liquidated damages for failure to meet a due date shall be three-tenths of a percent (.3%) of the price of the deliverable for each calendar day following the scheduled completion date. If the price of the deliverable associated with the missed due date is not identified, liquidated damages shall apply to the total value of the Contract. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the deliverable associated with the due date, up to a maximum of **30 days**. If indicated in the Contract, the Contractor may recoup all or some of the amount of liquidated damages assessed if the Contractor meets the final project completion date set out in the Contract.
- (c) If, at the end of the **30-day** period specified in [subsection \(b\)](#) above, the Contractor still has not met the requirements for the deliverable associated with the due date, then the Commonwealth, at no additional expense and at its option, may either:
- (i) Immediately terminate the Contract in accordance with [Subsection 28\(c\)](#) and with no opportunity to cure; or
- (ii) Order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (d) At the end of a calendar month, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by:

- (i) Deducting the amount from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth;
- (ii) Collecting the amount through the performance security, if any; or
- (iii) Billing the Contractor as a separate item.

65. SERVICE LEVELS.

- (a) The Contractor shall comply with the procedures and requirements of the Service Level Agreements, if any, which are made part of this Contract.
- (b) Where there are expressly defined Service Levels, Contractor shall measure and report its performance against these standards on at least a monthly basis, except as may otherwise be agreed between the parties. Regardless of the presence or absence of expressly defined Service Levels, any failure to adequately or timely perform a Service may result in consequences under this Contract, up to and including Contract termination.
- (c) The Commonwealth's acceptance of any financial credit incurred by the Contractor in favor of the Commonwealth for a Service Level default ("Service Level Credit") shall not bar or impair Commonwealth's rights and remedies in respect of the failure or root cause as set forth elsewhere in this Contract, including without limitation other claims for liquidated damages, injunctive relief and termination rights; provided however, Service Level Credits paid would be credited against any such claims for damages.

66. FORCE MAJEURE.

- (a) Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.
- (b) The Contractor shall notify the Commonwealth orally within **five (5) days** and in writing within **10 days** of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform

and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

- (c) In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

67. PUBLICITY/ADVERTISEMENT.

The Contractor shall not issue news releases, internet postings, advertisements, endorsements, or any other public communication without prior written approval of the Commonwealth, and then only in coordination with the Commonwealth. This includes the use of any trademark or logo.

68. TERMINATION ASSISTANCE.

- (a) Upon the Commonwealth's request, Contractor shall provide termination assistance services (Termination Assistance Services) directly to the Commonwealth, or to any vendor designated by the Commonwealth. The Commonwealth may request termination assistance from the Contractor upon full or partial termination of the Contract and/or upon the expiration of the Contract term, including any renewal periods. Contractor shall take all necessary and appropriate actions to accomplish a complete, timely and seamless transition of any Services from Contractor to the Commonwealth, or to any vendor designated by the Commonwealth, without material interruption of or material adverse impact on the Services. Contractor shall cooperate with the Commonwealth and any new contractor and otherwise promptly take all steps required or reasonably requested to assist the Commonwealth in effecting a complete and timely transition of any Services.
- (b) Such Termination Assistance Services shall first be rendered using resources included within the fees for the Services, provided that the use of such resources shall not adversely impact the level of service provided to the Commonwealth; then by resources already included within the fees for the Services, to the extent that the Commonwealth permits the level of service to be relaxed; and finally, using additional resources at costs determined by the Parties via [Section 27, Changes](#).

69. NOTICE.

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States

mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

70. *RIGHT-TO-KNOW LAW.*

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101—3104, *as amended*, (“RTKL”) applies to this Contract. For the purpose of this section, the term “the Commonwealth” shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL that is related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - (i) Provide the Commonwealth, within **10 days** after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within **seven (7) days** of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within **five (5) business days** of receipt of written notification of the Commonwealth’s determination.

- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the [RTKL](#) if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the [RTKL](#).
- (i) The Contractor's duties relating to the [RTKL](#) are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

71. GOVERNING LAW.

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in [Section 30, Contract Controversies](#), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

72. CONTROLLING TERMS AND CONDITIONS.

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor, and not binding on the Commonwealth.

73. POST-CONSUMER RECYCLED CONTENT; RECYCLED CONTENT ENFORCEMENT.

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

74. SURVIVAL.

Sections 11, 30, 31, 33, 37, 38, 39, 41, 42, 45, 46, 47, 48, 49, 52, 54, 55, 56, 63, 67, 69, 70, 71 and 74 and any right or obligation of the parties in this Contract which, by its express terms or nature and context is intended to survive termination or expiration of this Contract, will survive any such termination or expiration shall survive the expiration or termination of the Contract.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the [name of program and/or Department] (Covered Entity) and the Contractor (Business Associate), intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301—431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the Pennsylvania *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be handled, used or disclosed only in accordance with this Business Associate Agreement (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) “**Business Associate**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) “**Business Associate Agreement**” or “**BAA**” shall mean this Agreement.
- (c) “**Covered Entity**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (d) “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, Pub. L. No. 104-191.

- (e) “**HITECH Act**” shall mean the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (f) “**Privacy Rule**” shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- (g) “**Protected Health Information**” or “**PHI**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (h) “**Security Rule**” shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (i) “**Underlying Agreement**” shall mean Contract/Purchase Order # _____.
- (j) “**Unsecured PHI**” shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. Changes in Law.

Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.

3. Stated Purposes for Which Business Associate May Use or Disclose PHI.

Except as otherwise limited in this BAA, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in [Appendix A](#) to this BAA, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity’s minimum policies and procedures.

4. Additional Purposes for Which Business Associate May Use or Disclose Information.

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR § [164.514](#) (a)—(c) without the Covered Entity’s express written authorization(s). Business

Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Business Associate Obligations.

- (a) **Limits on Use and Further Disclosure Established by Business Associate Agreement and Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of, Covered Entity shall not be further used or disclosed other than as permitted or required by BAA or as required by law.
- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by [Subpart C of 45 CFR Part 164](#). Appropriate safeguards shall include but are not limited to implementing:
- (i) administrative safeguards required by 45 CFR § [164.308](#);
 - (ii) physical safeguards as required by 45 CFR § [164.310](#);
 - (iii) technical safeguards as required by 45 CFR § [164.312](#); and
 - (iv) policies and procedures and document requirements as required by 45 CFR § [164.316](#).
- (c) **Training and Guidance.** Business Associate shall provide annual training to relevant contractors, Subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.
- (d) **Reports of Improper Use or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the Covered Entity's Project Officer and the Covered Entity's Legal Office within **two (2) days** of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI as required by 45 CFR § [164.410](#). Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § [164.404\(c\)](#) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the **first day**

on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.
- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.
- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department's Project Officer within **two (2) days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.
- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § 164.524.

- (i) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526. If any individual requests an amendment from Business Associate or its contractors, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within **five (5) business days**.
- (j) **Provide Accounting of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is **six (6) years** prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within **10 business days** of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528.
- (k) **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.
- (l) **Return or Destruction of PHI.** At termination of this BAA, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (m) **Maintenance of PHI.** Notwithstanding [subsection 5\(l\)](#) of this BAA, Business Associate and its contractors, subcontractors, agents and representatives shall retain all PHI throughout the term of the Underlying Agreement and shall continue to maintain the information required under [subsection 5\(j\)](#) of this BAA for a period of **six (6) years** after termination of the Underlying Agreement, unless Covered Entity and Business Associate agree otherwise.
- (n) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate further agrees to

mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or the Privacy Rule.

- (o) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any contractor, Subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.
- (p) **Application of Civil and Criminal Penalties.** All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any provision contained in the HIPAA Rules.
- (q) **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR [Part 164](#). In the event of a Breach requiring indemnification in accordance with [subsection 5\(v\)](#), below, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR [Part 164](#) on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR [Part 164](#), Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option:
 - (i) Offset amounts otherwise due and payable to Business Associate under the Underlying Agreement; or
 - (ii) Seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this subsection.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within **30 days** from the date of Covered Entity's written notice to Business Associate.

- (r) **Grounds for Breach.** Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be considered to be a breach of the Underlying Agreement.
- (s) **Termination by Commonwealth.** Business Associate authorizes termination of this BAA or Underlying Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA.

- (t) **Failure to Perform Obligations.** In the event Business Associate including its contractors, Subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.
- (u) **Privacy Practices.** The Covered Entity will provide, and Business Associate shall immediately begin using and/or distributing to clients, any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this BAA, or as otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change.
- (v) **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate's contractors, subcontractors, employees, agents and representatives). Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this [subsection 5\(v\)](#).

6. **Obligations of Covered Entity.**

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § [164.520](#) ([Appendix A](#) to this BAA), as well as changes to such notice.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § [164.522](#) to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. **Survival.**

The requirements, rights and obligations created by this BAA shall survive the termination of the Underlying Agreement.

**Appendix A to Exhibit A,
Commonwealth of Pennsylvania Business Associate Agreement**

**Permitted Purposes for the Creation, Receipt, Maintenance, Transmission, Use and/or
Disclosure of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow _____ to meet the requirements of the Underlying Agreement.
2. Information to be disclosed to Business Associate: _____.
3. Use Shall Effectuate Purpose of Underlying Agreement: _____ may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

EXHIBIT B

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this [Exhibit B](#) is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements.

1. The Contractor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Contractor shall provide secure access to applicable levels of users via the internet.
3. The Contractor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Contractor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Contractor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **48 hours**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Contractor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Contractor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Contractor or the Contractor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least **three (3) business days'** notice, to review the hosted system's data center locations and security architecture.
7. The Contractor's employees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Contractor or the Contractor's subcontractor shall locate servers in a climate-controlled environment. The Contractor or the Contractor's contractor shall house

all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, electrical needs, and physical security.

9. The Contractor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Contractor shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Contractor shall comply with [Attachment 1](#), SOC Reporting Requirements.
12. The Contractor shall provide all Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. Security Requirements.

1. The Contractor shall conduct a third-party independent security/vulnerability assessment at its own expense on an annual basis.
2. The Contractor shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The Contractor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The Contractor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The Contractor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
6. The Contractor shall limit access to Commonwealth-specific systems, data and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
7. The Contractor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in [Attachment 2](#), including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

C. Data Storage.

Exhibit B, Requirements for Non-Commonwealth Hosted Applications/Services

1. The Contractor shall store all Commonwealth data in the United States.
2. The Contractor shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Contractor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Contractor shall be solely responsible for applicable data storage required.
4. The Contractor shall encrypt all Commonwealth data in transit and at rest. The Contractor shall comply with ITP-SEC031, and ITP-SEC019, encryption policies and minimum standards or stronger.
5. The Contractor shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
6. The Contractor shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Contractor-controlled or a Contractor-owned electronic device.
7. The Contractor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

D. Adherence to Policy.

1. The Contractor's support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. The Contractor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as [Attachment 2](#).
3. The Contractor shall comply with all pertinent federal and state privacy regulations.

E. Closeout.

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency within **60 days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Contractor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Contractor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

ATTACHMENT 1

SOC Reporting Requirements

- (a) Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Contractor shall, and shall require its subcontractors to, engage, on an annual basis, a CPA certified third-party auditing firm to the following, as applicable:
- (i) a SOC 1 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that process Commonwealth financial transactions; and
 - (ii) a SOC 2 Type II report with respect to controls used by the Contractor relevant to internal and external procedures and systems that access, process, host or contain Commonwealth Data designated as Class “C” Classified Records or Closed Records, as defined in ITP-SEC019, or in compliance with mandates by federal or state audit requirements and/or policy.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania’s fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least 6 consecutive months of Pennsylvania’s fiscal year.

- (b) SOC 2 Type II report reports shall address the following:
- (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and
 - (vi) If applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in [ITP-SEC019](#) or other information identified as protected or Confidential by this Contract or under law.
- (c) At the request of the Commonwealth, the Contractor shall complete a SOC for Cybersecurity audit in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection (a); or

- (ii) if the Contractor's business model changes (such as a merger, acquisition, or change sub-contractors, etc.).

The SOC for Cybersecurity report shall detail the controls used by the Contractor setting forth the description and effectiveness of Contractor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

The Contractor shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within **60 days** of its completion.

- (d) The Commonwealth may specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP.
- (e) The Contractor shall adhere to SSAE 18 audit standards. The Contractor acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Contractor shall comply with such updates which shall be reflected in the next annual report.
- (f) In the event an audit reveals any non-conformity to SSAE standards, the Contractor shall provide the Commonwealth, within **45 days** of the issuance of the SOC report, a documented corrective action plan that addresses each non-conformity. The corrective action plan shall provide, in detail:
 - (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Contractor or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
- (g) The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

ATTACHMENT 2

Information Technology Policies (ITPs) for Outsourced/Contractor(s)-hosted Solutions

ITP Number-Name	Policy Link
ITP_ACC001-Accessibility Policy	https://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030-Active Directory Architecture	https://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007-Enterprise Service Catalog	https://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010-Business Process Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011-Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012-Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
ITP_INF000-Enterprise Data and Information Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf000.pdf
ITP_INF001-Database Management Systems	https://www.oa.pa.gov/Policies/Documents/itp_inf001.pdf
ITP_INF006-Commonwealth County Code Standard	https://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009-e-Discovery Technology Standard	https://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INF010-Business Intelligence Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf010.pdf
ITP_INF011-Reporting Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf011.pdf
ITP_INF012-Dashboard Policy	https://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001-The Life Cycle of Records: General Policy Statement	https://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004-Management of Web Records	https://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005-System Design Review of Electronic Systems	https://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006-Electronic Document Management Systems	https://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1-Electronic Commerce Formats and Standards	https://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2-Electronic Commerce Interface Guidelines	https://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006-Business Engine Rules	https://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004-Internet Protocol Address Standards	https://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005-Commonwealth External and Internal Domain Name Services (DNS)	https://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRV001-Commonwealth of Pennsylvania Electronic Information Privacy Policy	https://www.oa.pa.gov/Policies/Documents/itp_prv001.pdf
ITP_SEC000-Information Security Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
ITP_SEC002-Internet Accessible Proxy Servers and Services	https://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003-Enterprise Security Auditing and Monitoring	https://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
ITP_SEC004-Enterprise Web Application Firewall	https://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006-Commonwealth of Pennsylvania Electronic Signature Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007-Minimum Standards for IDs, Passwords and Multi-Factor Authentication	https://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008-Enterprise E-mail Encryption	https://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf

ITP Number-Name	Policy Link
ITP_SEC009-Minimum Contractor Background Checks Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf
ITP_SEC010-Virtual Private Network Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf
ITP_SEC011-Enterprise Policy and Software Standards for Agency Firewalls	https://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC015-Data Cleansing	https://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017-Copa Policy for Credit Card Use for e-Government	https://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019-Policy and Procedures for Protecting Commonwealth Electronic Data	https://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC021-Security Information and Event Management Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023-Information Technology Security Assessment and Testing Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024-IT Security Incident Reporting Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025-Proper Use and Disclosure of Personally Identifiable Information (PII)	https://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029-Physical Security Policy for IT Resources	https://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031-Encryption Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032-Enterprise Data Loss Prevention (DLP) Compliance Standards	https://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034-Enterprise Firewall Rule Set	https://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC038-Commonwealth Data Center Privileged User IAM Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP-SEC-039-Keystone Login and Identity Proofing	https://www.oa.pa.gov/Policies/Documents/itp-sec039.pdf
ITP_SFT000-Software Development Life Cycle (SDLC) Policy	https://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001-Software Licensing	https://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002-Commonwealth of PA Website Standards	https://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003-Geospatial Enterprise Service Architecture	https://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004-Geospatial Information Systems (GIS)	https://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005-Managed File Transfer (MFT)	https://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007-Office Productivity Policy	https://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008-Enterprise Resource Planning (ERP) Management	https://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009-Application Development	https://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003-Off-Site Storage for Commonwealth Agencies	https://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004-Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	https://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006-Commonwealth IT Resources Patching Policy	https://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008-Server Virtualization Policy	https://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYM010-Enterprise Services Maintenance Scheduling	https://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf

EXHIBIT C

Sign-Off Document No. _____, under Agreement No. _____
Between
[Contractor _____] and the Commonwealth of PA, [Agency]
[Contractor _____] Agency-level Deployment

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Agreement No. _____ between the Commonwealth and _____ (Contractor), and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):

2. Nature of Data implicated or potentially implicated:

3. Agency Policies to which Contractor is subject (incorporated by reference):

4. Background checks (describe if necessary):

5. Additional requirements (describe with specificity):

6. Is Contractor a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

Agency Contact Person Signature and Date: _____

[Contractor _____]
Authorized Signatory and Date: _____

Appendix B - Job Titles and Skill Categories

[Application Developer](#)
[Architect](#)
[Business Analyst](#)
[CADD/GIS Administrator](#)
[Data Entry Operator](#)
[Database Administrator](#)
[Functional Architect](#)
[Help Desk Analyst](#)
[Intern](#)
[Mobile Specialist](#)
[Network Engineer](#)
[Product Specialist](#)
[Program Manager](#)
[Project Manager](#)
[Programmer](#)
[Quality Assurance Specialist](#)
[Senior Architect](#)
[Senior Business Subject Matter Expert](#)
[Senior Database Architect](#)
[Senior Program Manager](#)
[Service Desk](#)
[Software Process Engineer](#)
[System Administrator](#)
[System Specialist](#)
[Team Lead](#)
[Technical Architecture Specialist](#)
[Technical Specialist](#)
[Technical Writer](#)
[Telecom Engineer](#)
[Tester](#)
[Video Conference Specialist](#)
[Voice/Data Engineer](#)
[Exception](#)

Application Developer

The Application Developer will provide support to existing production applications and perform complex technical analysis, design, development, documentation, testing, deployment and implementation of new applications using existing and emerging platforms. This category includes web application and database development.

Application Developer 1 (AD1)

Years of Relevant Experience:	Up to 3years industry experience
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Reviews and understands the Application Team’s work plan. • <input type="checkbox"/> Provides status of work to Team Lead. • <input type="checkbox"/> Anticipates, identifies, tracks, and resolves issues and risks affecting own work and work of the Application Team. • <input type="checkbox"/> Develops contingency plans as necessary. • <input type="checkbox"/> Engages in ongoing process improvement. • <input type="checkbox"/> Detailed functional and process knowledge. • <input type="checkbox"/> Utilizes deep modeling, design and coding skills. • <input type="checkbox"/> Provides expertise in one or more database environments.

Application Developer 2 (AD2)

Years of Relevant Experience:	3 to 5 years industry experience
Preferred Education:	4 year college degree or equivalent technical study with advanced study preferred.
Role Description:	<p>All roles specified in AD1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> This is a professional level non-supervisory position which may require coordination of programming activities being conducted by the team • <input type="checkbox"/> Supports team in modification of enhancements and changes to applications. • <input type="checkbox"/> Leverages excellent written and verbal communication skills May coordinate activities of other application developers • <input type="checkbox"/> Supports business process, problem analysis and consultation. • <input type="checkbox"/> Processes open defect/maintenance tickets and correct technical errors.

Application Developer 3 (AD3)

Years of Relevant Experience:	More than 5 years industry experience
Preferred Education:	4 year college degree or equivalent technical study with advanced study preferred.
Role Description:	<p>All roles specified in AD2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Proven track record of hands-on technical design and code work within large complex systems. • <input type="checkbox"/> Proven hands-on technical work with a variety of technologies. • <input type="checkbox"/> Able to make best practice recommendations based on past work. • <input type="checkbox"/> Proven ability to present complex technical constructs to business and non-technical users. • <input type="checkbox"/> Proven ability to collaborate with business users, project managers and technical architects.

Architect

The Architect has the ability to design, develop, and implement application infrastructure to provide reliable and scalable applications and systems to meet the organization’s objectives and requirements. The Architect is familiar with a variety of the application technologies,

environments, concepts, methodologies, practices, and procedures. The Architect is also able to perform a variety of complicated tasks with minimal or no direct supervision. The Architect is experienced in defining systems and application architecture.

Architect (ARI)

Years of Relevant Experience:	Up to 5 years software development and testing
Preferred Education:	4 year college degree in computer science or related field with advanced study preferred.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Proven experience with hands-on technical development work. • <input type="checkbox"/> Able to coordinate with technical leads, business users and project managers. • <input type="checkbox"/> Experience participating in development of standards and product recommendations. • <input type="checkbox"/> Experience designing and architecting systems as a member of a design team. • <input type="checkbox"/> Experience working through every phase of software development life cycle. • <input type="checkbox"/> Strong verbal communication.

Business Analyst

The Business Analyst is responsible for the set of tasks and techniques used to work as a liaison among stakeholders in order to understand the structure, policies, and operations of an organization, and to recommend solutions that enable the organization to achieve its goals.

Business Analyst (BAI)

Years of Relevant Experience:	Up to 4 years
Preferred Education:	4 year college degree or equivalent.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Experience conducting Facilitated Workshops for requirements analysis. • <input type="checkbox"/> Experience creating workflows using formal notation such as the Business Process Modeling Notation (BPMN). • <input type="checkbox"/> Knowledge of formal requirements gathering methodologies. • <input type="checkbox"/> Experience developing Business Requirements - project initiation document, what the needed achievements will be, and the quality measures. • <input type="checkbox"/> Experience developing Functional requirements - describe what the system, process, or product/service must do in order to fulfill the business requirements. • <input type="checkbox"/> Experience developing User (stakeholder) requirements - are a very important part of the deliverables, the needs of the stakeholders will have to be correctly interpreted. This deliverable can also reflect how the product will be designed, developed, and define how test cases must be formulated. • <input type="checkbox"/> Experience developing Quality-of-service (non-functional) requirements - re requirements that do not perform a specific function for the business requirement but are needed to support the functionality. For example: performance, scalability, quality of service (QoS), security and usability. • <input type="checkbox"/> Experience developing Report Specifications - define the purpose of a report, its justification, attributes and columns, owners and runtime parameters. • <input type="checkbox"/> Experience developing Requirements Traceability Matrix - a cross matrix for recording the requirements through each stage of the requirements gathering process. • <input type="checkbox"/> Strong organization and writing skills. Experienced developing graphic

	representations of complex business processes.
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Business Analyst (BA2)

Years of Relevant Experience:	4 to 6 years
Preferred Education:	4 year college degree or equivalent.
Role Description:	All roles specified in BA1 plus additional work experience and job knowledge.

Business Analyst (BA3)

Years of Relevant Experience:	7 plus years
Preferred Education:	4 year college degree or equivalent and IIBA-certified Business Analyst.
Role Description:	All roles specified in BA2 plus IIBA certification.

CADD/GIS Administrator

The CADD/GIS Administrator (CGA) is responsible for providing direct support of various CADD/GIS software and hardware systems. The CGA will perform hardware and software installations, relocations, testing and routine maintenance.

CADD/GIS Administrator (CGA1)

Years of Relevant Experience:	Up to 5 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Assists in troubleshooting CADD/GIS system hardware problems and works with the appropriate service and warranty vendors to make the necessary repairs and fixes. • <input type="checkbox"/> Tracks version upgrades and notifies proper parties of available updates to CADD/GIS Systems software. • <input type="checkbox"/> Assists with phone and online problem reporting and maintaining problem report records. • <input type="checkbox"/> Assists with ordering consumable supplies for the CADD/GIS Systems. • <input type="checkbox"/> Maintains current inventory of all hardware, software, upgrades and fixes for each site. • <input type="checkbox"/> Maintains configuration charts of current inventory. • <input type="checkbox"/> Maintains data backups and data archives and provides data retrieval from backup. • <input type="checkbox"/> Monitors system status and data integrity.

CADD/GIS Administrator (CGA2)

Years of Relevant Experience:	5 to 8 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in CGA1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Able to work independently. • <input type="checkbox"/> Demonstrates proven experience in troubleshooting with little supervision. • <input type="checkbox"/> Able to communicate status to managers and project sponsors. • <input type="checkbox"/> Assists in developing standards and direction for systems.

CADD/GIS Administrator (CGA3)

Years of Relevant Experience:	8 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in CGA2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Leads efforts to troubleshoot CADD/GIS system hardware and software problems. • <input type="checkbox"/> Leads team of CGAs developing software and hardware plans and

	solutions. • <input type="checkbox"/> Expertise in teaching/conveying technical and/or functional courses/concepts.
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Data Entry Operator

For data entry projects that require manual key entry and/or data capture through scanning.

Data Entry Operator (DE1)

Years of Relevant Experience:	Up to 2 years
Preferred Education:	Associates Degree or equivalent
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Comprehensive PC skills. • <input type="checkbox"/> Able to follow written and spoken instructions. • <input type="checkbox"/> Minimum of 25 wpm. • <input type="checkbox"/> Able to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen. • <input type="checkbox"/> Duties involve utilizing automated equipment, including electronic keyboard, display screen, and sorted memory to perform. • <input type="checkbox"/> Able to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques. • <input type="checkbox"/> Able to conduct basic data mining and data capture efforts. • <input type="checkbox"/> Services may be required to be provided at supplier's site using supplier's equipment. Typically need an end product of electronic data, typically transmitted through FTP. • <input type="checkbox"/> Key punch and verify records in specified format (ex. ASCII). • <input type="checkbox"/> The total number of keystrokes is limited to actual characters, numbers and special characters that are keyed. Spaces, function keys, nulls, and zeroes are not counted as keystrokes. • <input type="checkbox"/> The contractor must complete all data forms within an agreed-upon amount of time from receipt or average a minimum of a set number of strokes each week data forms are in possession. • <input type="checkbox"/> Error rate cannot exceed 1/2%. Error rate is calculated on a character (not field or record) basis. • <input type="checkbox"/> Pickup and delivery by contractor to be made on a weekly basis. • <input type="checkbox"/> For key entry, required that a second individual completed 100% key verification to control errors. • <input type="checkbox"/> Knowledge of imaging and visual display operating practices, procedures, and techniques. • <input type="checkbox"/> Knowledge of arithmetic and numbering systems. • <input type="checkbox"/> Able to operate equipment with speed and accuracy to ensure information is captured.

Data Entry Operator (DE2)

Years of Relevant Experience:	2 to 4 years
Preferred Education:	Associates Degree or equivalent
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Comprehensive PC skills. • <input type="checkbox"/> Able to follow written and spoken instructions. • <input type="checkbox"/> Minimum of 35 wpm. • <input type="checkbox"/> Able to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen. • <input type="checkbox"/> Duties involve utilizing automated equipment, including electronic keyboard, display screen, and sorted memory to perform. • <input type="checkbox"/> Able to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques. • <input type="checkbox"/> Able to conduct basic data mining and data capture efforts.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Services may be required to be provided at supplier's site using supplier's equipment. Typically need an end product of electronic data, typically transmitted through FTP. • <input type="checkbox"/> Key punch and verify records in specified format (ex. ASCII). • <input type="checkbox"/> The total number of keystrokes is limited to actual characters, numbers and special characters that are keyed. Spaces, function keys, nulls, and zeroes are not counted as keystrokes. • <input type="checkbox"/> The contractor must complete all data forms within an agreed-upon amount of time from receipt or average a minimum of a set number of strokes each week data forms are in possession. • <input type="checkbox"/> Error rate cannot exceed 1/2%. Error rate is calculated on a character (not field or record) basis. • <input type="checkbox"/> Pickup and delivery by contractor to be made on a weekly basis. • <input type="checkbox"/> For key entry, required that a second individual completed 100% key verification to control errors. • <input type="checkbox"/> Knowledge of imaging and visual display operating practices, procedures, and techniques. • <input type="checkbox"/> Knowledge of arithmetic and numbering systems. • <input type="checkbox"/> Able to operate equipment with speed and accuracy to ensure information is captured.
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Database Administrator

The Database Administrator is responsible for data analysis and database management. Database Administrators typically are involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Database Administrators have a range of skills and knowledge of the utilities and production tools used for data storage management to support the Application Team.

Database Administrator (DBA1)

Years of Relevant Experience:	Up to 3 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Skilled data dictionary analysis and design and data model analysis design. • <input type="checkbox"/> Maintains central data repository. • <input type="checkbox"/> Experience and knowledge in supporting application system development life cycle. • <input type="checkbox"/> Responsible for data dictionary backup and recovery. • <input type="checkbox"/> Responsible for definition of standards of data dictionaries. • <input type="checkbox"/> May program dictionary analysis and maintenance software. • <input type="checkbox"/> Performs performance tuning. • <input type="checkbox"/> Monitors database performance and space requirements. • <input type="checkbox"/> Schedules and monitors end of day data warehousing jobs. • <input type="checkbox"/> Assists in coordinating software releases. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Manages and reports time spent on all work activities. • <input type="checkbox"/> Follow quality standards. • <input type="checkbox"/> Able to work in a team environment. • <input type="checkbox"/> Complete assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken.

Database Administrator (DBA2)

Years of Relevant Experience:	3 to 4 years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in DBA1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Business systems analysis and design experience. • <input type="checkbox"/> Logical data modeling techniques. • <input type="checkbox"/> Production environment Tools/Utilities. • <input type="checkbox"/> Knowledgeable in data analysis and database management techniques. • <input type="checkbox"/> Execution of all responsibilities with little direct supervision of Team Lead. • <input type="checkbox"/> Administration and scripting experience in relative platform. • <input type="checkbox"/> Supervise performance tuning. • <input type="checkbox"/> Author shell scripts to perform back up, restore, and monitoring tasks. • <input type="checkbox"/> Anticipate and resolve issues specific to the team. • <input type="checkbox"/> Determine time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identify and track issues, risks and action items.
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Database Administrator (DBA3)

Years of Relevant Experience:	5 to 6 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in DBA2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Highly skilled at database design, installations, conversions. • <input type="checkbox"/> Responsible for database backup and recovery procedures, access security and database integrity, physical data storage design and data storage management.

Database Administrator (DBA4)

Years of Relevant Experience:	7 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in DBA3 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Participates in Database Management System selection and maintains database performance. • <input type="checkbox"/> Knowledge of various Database Management System products. • <input type="checkbox"/> Provides status of work to Project Team Lead. • <input type="checkbox"/> Engages in ongoing process improvement.

Functional Architect

The Functional Architect is the functional expert for an application, a defined set of applications or a portfolio of related applications. The Functional Architect is also responsible for bringing an understanding of the enterprise, business system and industry to the team(s) supporting or interfacing with the application. The primary responsibility of a Functional Architect is to provide expertise in the business process supported by the application, to prepare and review designs, to recommend improvements, and to provide guidance during the testing process. The Functional Architect helps the Programmers establish a clear understanding of the business functional requirements and either creates the functional designs to meet the requirements or reviews and approves the designs written by the Programmers. The Functional Architect must understand all aspects of their specific application(s), and the underlying business process. The more experienced Functional Architect plans, analyzes, and defines high- level software strategies and solutions. Contained in the experienced role is the task of coordinating with other Functional Architects to define technical requirements and long range plans for meeting customer requirements.

Functional Architect (FAI)

Years of Relevant Experience:	2 to 4 years in particular application area
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Experience:	
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Analyzes, determines, and documents functional requirements. • <input type="checkbox"/> Provides definition on how the applications will support business requirements. • <input type="checkbox"/> Conducts impact analyses of business requirements on the system. • <input type="checkbox"/> Works with Technical Architecture Specialist in defining software/hardware requirements. • <input type="checkbox"/> Gathers and interprets user requirements into design specifications. • <input type="checkbox"/> Participates in design of application. • <input type="checkbox"/> Participates in design code and test reviews as appropriate. • <input type="checkbox"/> Provides inputs to test planning. • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Able to work in a team environment. • <input type="checkbox"/> Strong communication skills; both written and spoken • <input type="checkbox"/> Acts as the application(s) functional expert; providing expertise in the business process supported by the application. • <input type="checkbox"/> Provides detailed definition on how the applications will support business requirements. • <input type="checkbox"/> Works with Technical Architecture Specialist in planning and delivering technical architecture. • <input type="checkbox"/> Provides expertise for defining functional architecture and infrastructure for applications. • <input type="checkbox"/> Plans and develops user interface strategy. • <input type="checkbox"/> Directs and participates in design of application. • <input type="checkbox"/> Interprets and understands user requirements/design specifications. • <input type="checkbox"/> Provides detailed definition on how the applications will support business requirements. • <input type="checkbox"/> Works with Technical Architecture Specialist in defining software/hardware requirements and in planning and delivering architecture. • <input type="checkbox"/> Provides expertise for defining architecture and infrastructure for applications. • <input type="checkbox"/> Reviews and understands team work plan • <input type="checkbox"/> Identifies and tracks issues, risks and action items affecting own work and work of team. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner.

Functional Architect (FA2)

Years of Relevant Experience:	4 to 5 years in particular application area
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in FA1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Provides functional expertise to planning organization as required. • <input type="checkbox"/> Reviews tasks prior to migration into production as appropriate. Provide assistance in scheduling design work for Lead Functional Architect. • <input type="checkbox"/> Coordinates the design and development of work estimates and act as the primary point of contact. Assist in managing and directing application team processes. • <input type="checkbox"/> Organizes and prepares work effectively to facilitate proactive resolution of problems. • <input type="checkbox"/> Works with client and Lead Functional Architect to identify direction of

	<p>software.</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Ensures business requirements are supported by the software. • <input type="checkbox"/> Identifies and initiates continuous improvement opportunities. • <input type="checkbox"/> Defines user interface strategies. • <input type="checkbox"/> Understands specific business needs and overall business strategy of the business customer.
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Functional Architect (FA3)

Years of Relevant Experience:	Five plus years in particular application area
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in FA2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Guides processes for Functional Architects and direct work planning and design activities. • <input type="checkbox"/> Provides standard, well-structured work planning which defines scope, resources, commitments, quality, risk, tasks, and acceptance criteria. • <input type="checkbox"/> Ensures that overall application designs remain within project scope. • <input type="checkbox"/> Works with customer business units to understand their business processes. • <input type="checkbox"/> Works with customer business units and client to identify direction of software. • <input type="checkbox"/> Ensures business requirements are supported by the software. • <input type="checkbox"/> Ensures goals for Functional Architects are being met and manage team commitments. • <input type="checkbox"/> Analyzes, defines, and documents how the applications will support functional and business requirements. • <input type="checkbox"/> Coordinates these efforts with Functional Architects. • <input type="checkbox"/> Understands supporting/interfacing system applications. • <input type="checkbox"/> Approves the determined need for new software/hardware. • <input type="checkbox"/> Understands prioritization work based on business needs request/releases for work affecting an application. • <input type="checkbox"/> Manages the accomplishment of delivery metrics, Service Level Agreements and other contractual obligations within areas of responsibility. • <input type="checkbox"/> Sponsors coordination of the required skills, training, methodologies, and processes to ensure the success of team/project/program goals. • <input type="checkbox"/> Coordinates and conducts project review meetings with Group Lead Functional Architects and Team Leads. • <input type="checkbox"/> Communicates and resolves application interface issues with other Lead Functional Architects as needed. • <input type="checkbox"/> Monitors and measures maintenance and development process effectiveness. • <input type="checkbox"/> Communicates clearly the program/application goals, operational and organizational philosophies, and policies and procedures to the Functional Architects. • <input type="checkbox"/> Communicates to team members the relationships between their work and assignments and the organizational and/ or program objectives.

Help Desk Analyst

The Help Desk Analyst provides Helpdesk Level 2 Support by performing the skills listed below.

Help Desk Analyst (HDA1)

Years of Relevant Experience:	1 to 3 years field experience
Preferred Education:	2 year associates degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Provides technical assistance, support, and advice to end users for

	<p>hardware, software, and systems.</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Provides hands-on technical assistance to business and technical users. • <input type="checkbox"/> Investigates and resolves computer software and hardware problems of users. • <input type="checkbox"/> Serves as a contact for level 1 support. • <input type="checkbox"/> Serves as a contact for users having problems using computer software, hardware, and operating systems, and escalates as necessary. • <input type="checkbox"/> Determines whether problem is caused by hardware, software, or system. • <input type="checkbox"/> Answers questions, applying knowledge of computer software, hardware, systems, and procedures. • <input type="checkbox"/> Talks with technical and non-technical co-workers to research problem and find solution. • <input type="checkbox"/> Asks user with problem to use telephone and participate in diagnostic procedures, using diagnostic software or by listening to and following instructions. • <input type="checkbox"/> Experienced with a variety of call-tracking software and systems. • <input type="checkbox"/> Reads trade magazines and engages in independent study to maintain current industry knowledge. • <input type="checkbox"/> Follow quality standards, and displays strong customer service skills. • <input type="checkbox"/> Able to work in a team environment. • <input type="checkbox"/> Complete assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken.
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Help Desk Analyst (HDA2)

Years of Relevant Experience:	3 to 5 years field experience
Preferred Education:	4 year college degree in field of specialty or equivalent education and experience combined
Role Description:	<p>All roles specified in HDA 1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Calls software and hardware vendors to request service regarding defective products. • <input type="checkbox"/> Acts as a subject matter expert for one or more custom or COTS applications. • <input type="checkbox"/> Talks to programmers to explain software errors or to recommend changes to programs. • <input type="checkbox"/> May work as in-house consultant and research alternate approaches to existing software and hardware when standardized approaches cannot be applied. • <input type="checkbox"/> Tests software and hardware to evaluate ease of use and whether product will aid user in performing work. • <input type="checkbox"/> Write software and hardware evaluation and recommendations for management review. • <input type="checkbox"/> Write or revise user-training manuals and procedures. • <input type="checkbox"/> Develops training materials, such as exercises and visual displays. • <input type="checkbox"/> Train users on software and hardware on-site or in classroom, or recommend outside contractors to provide training.

Help Desk Analyst (HDA3)

Years of Relevant Experience:	5 plus years field experience
Preferred Education:	4 year college degree in field of specialty
Role Description:	<p>All roles specified in HDA 1 and 2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Manage expectations at all levels: customers/end users, executive sponsors. • <input type="checkbox"/> Ensure quality standards are followed. • <input type="checkbox"/> Monitor the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Act as the escalation point for high priority support issues. • <input type="checkbox"/> Able to make recommendations on policies on system use and services.
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Intern

The Intern will assist team members with daily responsibilities as directed by his or her supervisor. Interns are not recruited through the standard Staff Augmentation process. They are recruited by the Technology Council of Central Pennsylvania through their TechQuest program, and selected by the agency.

Intern (INT1)

Preferred Education:	Enrolled in secondary and post-secondary educational institution.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Able to perform tasks as assigned by the direct supervisor. • <input type="checkbox"/> Able to keep team members and supervisor apprised of work status and attendance. • <input type="checkbox"/> Basic computer knowledge. • <input type="checkbox"/> Additional requirements may need to be met, depending on opportunity.

Intern (INT2)

Preferred Education:	Enrolled in secondary and post-secondary educational institution.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Able to develop organizational and communication skills. • <input type="checkbox"/> Able to keep team members and supervisor apprised of work status and attendance. • <input type="checkbox"/> Basic computer knowledge including experience with word processing software, and spreadsheet maintenance and development. • <input type="checkbox"/> Must show willingness and ability to develop IT-related technical skills. • <input type="checkbox"/> Additional requirements may need to be met, depending on opportunity.

Intern (INT3)

Preferred Education:	Enrolled in secondary and post-secondary educational institution.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Able to develop organizational and communication skills. • <input type="checkbox"/> Able to keep team members and supervisor apprised of work status and attendance. • <input type="checkbox"/> Basic computer knowledge including experience with word processing software, and spreadsheet maintenance and development. • <input type="checkbox"/> Must show willingness and ability to develop IT-related technical skills. • <input type="checkbox"/> Must show willingness and ability to develop an understanding of IT-related technologies and concepts. • <input type="checkbox"/> Additional requirements may need to be met, depending on opportunity.

Mobile Specialist

The Mobile Specialist serves in many capacities, including Developer, Engineer, Technical Architect, and Analyst for Mobile Development, Security, and/or Infrastructure Projects. The Mobile Specialist participates in project planning and in the creation and review of technical deliverables. The Mobile Specialist often guides and mentors the technical team in all phases of the SDLC including requirement validation, detail design, development, and implementation.

Mobile Specialist (MS1)

Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Serves as the Designer, Developer and/or Engineer on Mobile Projects. • <input type="checkbox"/> Meets with end users and technical staff of all types to gather business and system requirements • <input type="checkbox"/> May work with Mobile Specialist 2 to propose comprehensive solutions based on business and technical requirements • <input type="checkbox"/> Develops and/or engineers user interface, service tier, data tier components, infrastructure or security for Mobile Projects.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Develops standards, repeatable processes, and reusable components • <input type="checkbox"/> Assists in project planning, including developing of timelines, composition of technical teams, and leveling of resources. • <input type="checkbox"/> Mentors technical team leads and team members on Department processes and standards to promote consistency and improve productivity. • <input type="checkbox"/> Assists in the development and review of technical deliverables on projects.
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Mobile Specialist (MS2)

Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Serves as the Lead Architect/Designer/Developer /Engineer on Mobile Projects. • <input type="checkbox"/> Meets with end users and technical staff of all types to gather business and system requirements. • <input type="checkbox"/> Proposes comprehensive solutions based on business and technical requirements • <input type="checkbox"/> Architects, designs, develops, and/or engineers user interface, service tier, data tier components, infrastructure or security for Mobile Projects. • <input type="checkbox"/> Develops standards, repeatable processes, and reusable components • <input type="checkbox"/> Leads project planning, including developing of timelines, composition of technical teams, and leveling of resources. • <input type="checkbox"/> Mentors and manages technical team leads and team members on Department processes and standards to promote consistency and improve productivity. • <input type="checkbox"/> Leads the development and review of technical deliverables on projects.

Network Engineer

The Network Engineer is involved in the design and maintenance of both the hardware and software necessary for a computer network. The Network Engineer is a high-level technical analyst, specializing in Local Area Networks (LANs)/Wide Area Networks (WANs), TCP/IP, and server/network infrastructure.

Network Engineer (NE1)

Years of Relevant Experience:	2 to 3 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Responsible for the installation, configuration and administration of network routers and switches. • <input type="checkbox"/> Executes the disaster recovery/back up procedures and archiving procedures. • <input type="checkbox"/> Manages security for servers. • <input type="checkbox"/> Responsible for performance tuning, capacity planning, database administration, and fault management. • <input type="checkbox"/> Coordinates efforts with vendors • <input type="checkbox"/> Responsible for ensuring high priority issues are resolved in a timely manner. • <input type="checkbox"/> Responsible for keeping the environment up and running. • <input type="checkbox"/> Often times, responsible for identifying and reporting hardware problems. • <input type="checkbox"/> Understands basic routing concepts. • <input type="checkbox"/> Identifies and track issues, risks, and action items. • <input type="checkbox"/> Resolves and/or assists in resolving issues. • <input type="checkbox"/> Reviews, prioritizes, and researches service requests. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner.

Network Engineer (NE2)

Years of Relevant Experience:	3 to 5 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in NE1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Solid understanding of networking/distributed computing environment concepts. • <input type="checkbox"/> Understands principles of routing client/server programming. • <input type="checkbox"/> Manages expectations at all levels: customers/end users, executive sponsors. • <input type="checkbox"/> Ensures quality standards are followed. • <input type="checkbox"/> Understands the business application of technical support and design in an application development environment. • <input type="checkbox"/> Develops plans for disaster recovery/ back up and archiving. • <input type="checkbox"/> Manages the daily operations of the systems management team to ensure service levels are being met. • <input type="checkbox"/> Manages the systems management team's support issue and backlog. • <input type="checkbox"/> Monitors the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels. • <input type="checkbox"/> Acts as the first level of escalation for high priority support issues.

Network Engineer (NE3)

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in NE2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Functions as the liaison to the various support groups with whom the systems management team interfaces. • <input type="checkbox"/> Develops the technical infrastructure maintenance strategy. • <input type="checkbox"/> Analyzes, determines and documents requirements in terms of system management needs and implements them.

Product Specialist

The Product Specialist is the expert for a technical development or execution environment product or set of products. The primary responsibility of a Product Specialist is to ensure the availability and facilitate the productive use of a product for Application Teams or end users. The Product Specialist may own part of a product, all of one, or several products depending on the nature of the product(s) and their use. The Product Specialist requires significant to expert experience and skills in the product supported. The Product Specialist will usually also have significant experience in the operating environment(s) (e.g., HP/UX, NT, MVS, etc.) on which the product is implemented. If the product is one that was internally developed, the supporting PS should also have most of the skills of a Programmer. The Product Specialist is responsible for collaborating with Technical Architecture Specialist, System Specialists, Programmers and vendors to ensure and enhance the use of the product and effect migration to new versions of a product.

Product Specialist (PS1)

Years of Relevant Experience:	1 to 2 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Makes sound recommendations on functional and technical improvements to the product. • <input type="checkbox"/> Analyzes the functional and technical impact of product planning

	<p>decisions.</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Develops appropriate functional and usability standards for products. • <input type="checkbox"/> Tracks and document expected volume and type of use of the product. • <input type="checkbox"/> Participates in product design reviews to verify that design meets quality standards and functional/technical requirements. • <input type="checkbox"/> Performs impact analyses on production fixes and enhancements to establish priorities. • <input type="checkbox"/> Provides basic product support and provide accurate and complete answers to detailed product questions in a timely manner. • <input type="checkbox"/> Provides effective on-site product support as needed. • <input type="checkbox"/> Accurately sets severity of identified defects. • <input type="checkbox"/> Provides input to training and / or documentation materials regarding latest technical and functional design changes. • <input type="checkbox"/> Documents all work for future reference. • <input type="checkbox"/> Reviews the system test approach and conditions used as the basis for detailed test scenarios. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Analytical and customer service skills. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Able to work in a team environment. • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken.
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Product Specialist (PS2)

Years of Relevant Experience:	3 to 4 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PS1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Actively contributes as an expert or actual designer. • <input type="checkbox"/> Coordinates product design reviews to verify that design meets quality standards and functional/technical requirements. • <input type="checkbox"/> Provides accurate estimates for design and programming efforts for system changes and enhancements. • <input type="checkbox"/> Coordinates enhancements to business and logical data models with data base administration to make the appropriate changes to the physical data model. • <input type="checkbox"/> Confirms that technical architecture will support all changes required by product enhancements. • <input type="checkbox"/> Effectively leads product tests and trials. • <input type="checkbox"/> Identifies appropriate business examples to illustrate key concepts / features. • <input type="checkbox"/> Anticipates, identifies, tracks, and resolves issues and risks affecting own work and work of the Application Team. • <input type="checkbox"/> Develops contingency plans as necessary. • <input type="checkbox"/> Applies specific expertise to ensure that products meet defined customer objectives. • <input type="checkbox"/> Anticipates and resolve issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identifies and tracks issues, risks and action items.

Product Specialist (PS3)

Years of Relevant Experience:	5 to 6 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PS2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Demonstrates expertise in teaching/conveying technical and/or functional

	courses/concepts. <ul style="list-style-type: none"> • <input type="checkbox"/> Develops appropriate work programs/budgets and use to effectively schedule tasks/assignments. • <input type="checkbox"/> Identifies improvements to project standards to achieve high quality services/products.
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Product Specialist (PS4)

Years of Relevant Experience:	7 to 8 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	All roles specified in PS3 plus the following: <ul style="list-style-type: none"> • <input type="checkbox"/> Delivers support and design for industry specific applications that require integration with statewide systems or applications. • <input type="checkbox"/> Interacts with executive level business users or technical experts. • <input type="checkbox"/> May function as a niche SME.

Product Specialist (PS5)

Years of Relevant Experience:	9 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	All roles specified in PS4 plus the following: <ul style="list-style-type: none"> • <input type="checkbox"/> Responsible for functioning as the Technical SME on an enterprise-wide system. • <input type="checkbox"/> Responsible for implementations of products/services that involve significant Commonwealth and federal oversight. • <input type="checkbox"/> Provides direct technical expertise to Executive applications involving national security.

Product Specialist (PS6)

Years of Relevant Experience:	12 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	All roles specified in PS5 plus the following: <ul style="list-style-type: none"> • <input type="checkbox"/> Responsible for serving as a Technical Team Lead on enterprise-wide systems. • <input type="checkbox"/> Responsible for leading implementation efforts related to products/services that involve significant Commonwealth and federal oversight. • <input type="checkbox"/> Serves as a mentor to team members by sharing industry best standards and practices.

Program Manager

The Program Manager directs, controls, administers, and regulates an enhancement or development program. The Program Manager is the individual ultimately responsible to the agency. The Program Manager's primary responsibility is to drive the entire effort from start to finish. The Program Manager must ensure that the program is completed on schedule and that the final product meets the business, technical, and established quality requirements. The difference between a PM1, PM2, PM3, and PM4 will depend on the size of the project, and the breadth and scope of the project.

Program Manager (PM1)

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Responsible for the development of estimates for the enhancement or development effort in planning, analysis, design, construction, testing, and

	<p>implementation.</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Accountable for delivery of all work tasks identified in the program plan. • <input type="checkbox"/> Responsible for the capture and reporting of required program management metrics. • <input type="checkbox"/> Adjusts and revises estimates when necessary. • <input type="checkbox"/> Ensures all changes to scope follow processes and are documented. • <input type="checkbox"/> Ensures new estimates are approved by the client and agreed upon. • <input type="checkbox"/> Adjusts and revises estimates when necessary. • <input type="checkbox"/> Manages and tracks the program progress against the program plan. • <input type="checkbox"/> Monitors project milestones and phases to ensure the project is on schedule. • <input type="checkbox"/> Takes corrective actions if a project begins to slip its schedule. • <input type="checkbox"/> Prepares status reports on a periodic basis for program team, team leads, group leads, and program manager and appropriate stakeholders. • <input type="checkbox"/> Plans, organizes, prioritizes, and manages multiple work efforts across application teams. • <input type="checkbox"/> Develops the detailed program plan for the enhancement or development effort • <input type="checkbox"/> Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • <input type="checkbox"/> Responsible for tailoring and base line of all program templates. • <input type="checkbox"/> Accountable to schedule or monitor status reviews, peer reviews, program management inspections, and software quality assurance work product and process reviews with the appropriate designated resources. • <input type="checkbox"/> Notifies team leads of project timelines, milestones, phases, work requests target dates, and approved executable work package. • <input type="checkbox"/> Communicates and works with users and client as necessary. • <input type="checkbox"/> Coordinates and presents proposals to agencies as necessary. • <input type="checkbox"/> Analyzes and distributes reports on program metrics associated with work items related to improvement measures. • <input type="checkbox"/> Ensures processes and activities are followed.
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Program Manager (PM2)

Years of Relevant Experience:	5 to 6 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Accountable for the approval and sign-off of the program plan with customer representatives, such as portfolio managers, and all affected program stakeholders. • <input type="checkbox"/> Accountable for management of scope for the program and gaining agreement and approval of scope changes with customer representatives and affected stakeholders. • <input type="checkbox"/> Builds and maintains relationships with key stakeholders and customer representatives. • <input type="checkbox"/> Directs work planning and scheduling design work. • <input type="checkbox"/> Manages and tracks the program progress against the program plan. • <input type="checkbox"/> Serves as the primary point of contact for all program-related issues and resolution of issues. • <input type="checkbox"/> Coordinates and present proposals to agencies as necessary. • <input type="checkbox"/> Identifies and manages program risk and develops risk mitigation strategies, track to closure. • <input type="checkbox"/> Ensures team leads adjust and revise estimates when necessary. • <input type="checkbox"/> Anticipates issues and proactively address them. Resolve conflicts with sensitivity and tact. • <input type="checkbox"/> Coordinates the establishment of program standards and program specific

	<p>procedures with team leads.</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Responsible for project compliance with standards and procedures. • <input type="checkbox"/> Responsible for the capturing and reporting of required program management metrics. • <input type="checkbox"/> Responsible for tailoring and baseline of all program templates. • <input type="checkbox"/> Develops and facilitates achievement of program service commitments and performance metrics. • <input type="checkbox"/> Ensures that tasks provide value and support the strategic direction of the program and meet service commitments; conduct reviews with agencies. • <input type="checkbox"/> Accountable for the final program management evaluation review with stakeholders for approval upon program completion. • <input type="checkbox"/> Communicates effectively with customers and software / hardware suppliers supporting the State as appropriate. • <input type="checkbox"/> Identifies and tracks issues. • <input type="checkbox"/> Balances workload with program members' capacity. • <input type="checkbox"/> Communicates to team members how their work assignments relate to and help achieve program objectives. • <input type="checkbox"/> Plans program specific training and orientation needs.
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Program Manager (PM3)

Years of Relevant Experience:	7 to 8 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Accountable for activities with excess delivery cycles of 8 to 12 months.

Program Manager (PM4)

Years of Relevant Experience:	8 to 9 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM3 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Manages, coordinates, and establishes priorities for complete life-cycle of projects including the planning, design, programming, testing, and implementation of business solutions designed to meet requirements of various departments in the company, such as distribution, finance, and manufacturing. • <input type="checkbox"/> Designs project plans, which identify needs and define major tasks and milestones, based on scope, resources, budget, and personnel.

Project Manager

The Project Manager (PM) directs, administers, manages and facilitates an enhancement, business process re-engineering or developmental project. The Project Manager is the individual ultimately responsible to the agency and project Sponsor. The Project Manager's primary responsibility is to drive the entire effort from start to finish. The Project Manager must ensure that the project is completed on schedule, within the defined budget and that the final product meets the business, technical, and established quality requirements. The assignment to a project of a PM1, PM2, PM3, and PM4 will primarily be dependent on the size, complexity, target audience, the breadth and scope of the project.

Project Manager (PJMI)

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Responsible for the development of estimates for the enhancement, business process re-engineering or development effort in planning,

	<p>analysis, design, construction, testing, and implementation.</p> <ul style="list-style-type: none"> ● <input type="checkbox"/> Works with team leads to adjust and revise project estimates when necessary. ● <input type="checkbox"/> Ensure new project estimates are approved by the client and agreed upon. ● <input type="checkbox"/> Develop the detailed Project Management Plan for the enhancement, business process re-engineering or development effort. ● <input type="checkbox"/> Accountable for delivery of all work tasks identified in the Project Management Plan. ● <input type="checkbox"/> Manage, and track the project progress against the project schedule. ● <input type="checkbox"/> Develop work planning and scheduling work. ● <input type="checkbox"/> Monitor project milestones and phases and take corrective action as needed to ensure the project is on schedule. ● <input type="checkbox"/> Monitor and track the project budget and advise necessary stakeholders. ● <input type="checkbox"/> Plan, organize, prioritize, and manage multiple work efforts across the project team. ● <input type="checkbox"/> Notify team leads of project timelines, milestones, phases, work requests target dates, and approved executable work packages. ● <input type="checkbox"/> Accountable to schedule or monitor status reviews, project management inspections, and software quality assurance work product and process reviews with the appropriate stakeholders. ● <input type="checkbox"/> Responsible for the capture and reporting of required project management metrics. ● <input type="checkbox"/> Analyze and distribute reports on project metrics associated with work items related to improvement measures. ● <input type="checkbox"/> Ensure all changes to scope follow processes outlined in the Change Management Plan and are documented. ● <input type="checkbox"/> Prepare status reports on a periodic basis for the project team, team leads, group leads, Sponsor, and appropriate stakeholders. ● <input type="checkbox"/> Responsible to tailor and baseline all project templates. ● <input type="checkbox"/> Ensure processes and activities are followed. ● <input type="checkbox"/> Communicate and work with users and client as necessary. ● <input type="checkbox"/> Anticipate issues and proactively address them. Identify and track issues. ● <input type="checkbox"/> Build and maintain relationships with key stakeholders and customer representatives. ● <input type="checkbox"/> Serve as the primary point of contact for all project-related issues and resolution of issues. ● <input type="checkbox"/> Communicate effectively with customers and software / hardware suppliers supporting the commonwealth as appropriate. ● <input type="checkbox"/> Communicate to team members how their work assignments relate to and help achieve project objectives. ● <input type="checkbox"/> Accountable for the final project management evaluation review with stakeholders.
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Project Manager (PJM2)

Years of Relevant Experience:	4 to 6 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM1 plus the following:</p> <ul style="list-style-type: none"> ● <input type="checkbox"/> Accountable for the approval and sign-off of the Project Management Plan with customer representatives, and all affected project stakeholders. ● <input type="checkbox"/> Accountable for management of the project's scope for the project and gaining agreement and approval of scope changes with customer representatives and affected stakeholders. ● <input type="checkbox"/> Direct work planning and scheduling work. ● <input type="checkbox"/> Accountable for peer reviews with the appropriate project team resources. ● <input type="checkbox"/> Coordinate and present proposals to agencies as necessary.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Identify and manage project risk, and develop risk mitigation strategies, and track to closure. • <input type="checkbox"/> Coordinate the establishment of project standards and project specific procedures with team leads. • <input type="checkbox"/> Responsible for project compliance with standards and procedures. • <input type="checkbox"/> Develop and facilitate achievement of project service commitments. • <input type="checkbox"/> Ensure that tasks provide value and support the strategic direction of the project and meet service commitments. • <input type="checkbox"/> Balance workload with project members' capacity. • <input type="checkbox"/> Plan project specific training and orientation needs.
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Project Manager (PJM3)

Years of Relevant Experience:	6 to 7 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Direct, administer, manage and facilitate an enhancement, business process re-engineering or development of a high priority, high profile, and commonwealth enterprise – wide information technology project of strategic importance. • <input type="checkbox"/> Accountable for activities with excess delivery cycles of 8 to 12 months. • <input type="checkbox"/> Accountable for project coordination with multiple agencies. • <input type="checkbox"/> Conduct reviews with agencies. • <input type="checkbox"/> Report status and recommendations to senior leadership as needed. • <input type="checkbox"/> Make decisions with in the designated authority as defined in the project Charter to minimize project risk supported by sound analysis and project management best practices. • <input type="checkbox"/> Mentor less experienced project management project staff to build overall understanding of project management when needed. • <input type="checkbox"/> Manage, coordinate, and establish priorities for complete life-cycle of projects including the planning, design, programming, testing, and implementation of business solutions designed to meet requirements of various departments in the commonwealth. • <input type="checkbox"/> Design project plans, which identify needs and define major tasks and milestones, based on scope, resources, budget, and personnel. • <input type="checkbox"/> Coordinate project schedules across multiple agencies.

Project Manager (PJM4)

Years of Relevant Experience:	7 to 9 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PM3 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Manage PM1, PM2 or PM3 roles on a multi - agency project. • <input type="checkbox"/> Coordinate the communications of multiple Project Managers for their schedules.

Programmer

The Programmer is responsible for analysis, design, coding, component and assembly testing of all application code. Programmers typically are involved in maintenance (including production support), enhancement and development work. Programmers have a range of skills and knowledge of the technologies. The Programmer works with the Functional Architect and Technical Architecture Specialist on an as needed basis to ensure that design and code meets customer requirements.

Programmer (PRI)

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Codes enhancement and development programs and/or required fixes to production problems using the functional and technical programming standards. • <input type="checkbox"/> Tests enhancement and development programs. • <input type="checkbox"/> Participates in structured code reviews / walkthroughs. • <input type="checkbox"/> Executes all required process steps. • <input type="checkbox"/> Creates and provide content for operational documentation to Technical Writers. • <input type="checkbox"/> Utilizes configuration management tools, design tools, debugging tools, and any other environment specific tools necessary to create, test, and implement an application. • <input type="checkbox"/> Researches problems before approaching the Team Lead or Functional Architect for assistance. • <input type="checkbox"/> Limited functional knowledge. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Supports installation of application releases into production as directed. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Able to work in a team environment. • <input type="checkbox"/> Complete assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken.

Programmer (PR2)

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PR1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Analyzes and designs enhancements, development programs, and/or required fixes to production problems. • <input type="checkbox"/> Designs applications to functional and technical programming standards. • <input type="checkbox"/> Works with Functional Architects to gather and interprets user requirements into design specifications. • <input type="checkbox"/> Develops system specifications and interfaces. • <input type="checkbox"/> Determines time estimates and schedule for work. • <input type="checkbox"/> Moderates functional and process knowledge. • <input type="checkbox"/> Assists in managing and directing Application Team processes. • <input type="checkbox"/> Coordinates work with other software developers on Application Teams. • <input type="checkbox"/> Assists Team Lead or Test Team Lead in monitoring estimated-time-to-complete (ETC) and actuals for assigned tasks. • <input type="checkbox"/> Develops application designs in support of the systems specifications and interfaces, perhaps in conjunction with application or technical architects. • <input type="checkbox"/> Operating System expertise sufficient to perform performance and tuning diagnostics. • <input type="checkbox"/> Works with users to ensure that solutions meet business requirements. • <input type="checkbox"/> Execution of all responsibilities with little direct supervision of Team Lead. • <input type="checkbox"/> Generally aware of new developments in industry and process and has ability to apply them to work as appropriate. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identifies and tracks issues, risks and action items.

Programmer (PR3)

Years of Relevant	6 to 7years
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Experience:	
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in PR2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Plans all required process steps. • <input type="checkbox"/> Reviews and understands the Application Team’s work plan. • <input type="checkbox"/> Provides status of work to Team Lead. • <input type="checkbox"/> Anticipates, identifies, tracks, and resolves issues and risks affecting own work and work of the Application Team. • <input type="checkbox"/> Develops contingency plans as necessary. • <input type="checkbox"/> Engages in ongoing process improvement. • <input type="checkbox"/> Detailed functional and process knowledge. • <input type="checkbox"/> Utilizes deep modeling, design and coding skills. • <input type="checkbox"/> Provides expertise in one or more database environments.

Programmer (PR4)

Years of Relevant Experience:	8 to 9 years
Preferred Education:	4 year college degree or equivalent technical study with advanced study preferred.
Role Description:	<p>All roles specified in PR3 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Converts scientific, engineering, and other technical problem formulations to formats that can be processed by computer. • <input type="checkbox"/> Resolves symbolic formulations, prepares flowcharts and block diagrams, and encodes resultant equations for processing by applying extensive knowledge of branch of science, engineering, or advanced mathematics, such as differential equations or numerical analysis, and understanding of capabilities and limitations of computer. • <input type="checkbox"/> This is a professional level non-supervisory position which may require coordination of programming activities being conducted by the team • <input type="checkbox"/> Confers with other business and technical personnel to resolve problems of intent, inaccuracy, or feasibility of computer processing. • <input type="checkbox"/> Works with necessary personnel to determine if modifications are necessary with interested personnel to determine necessity for modifications or enhancements. • <input type="checkbox"/> Leverages excellent written and verbal communication skills to develop new business process and programming solutions as directed by business and technical stakeholders. • <input type="checkbox"/> May coordinate activities of computer programmers.

Programmer (PR5)

Years of Relevant Experience:	10 plus years
Preferred Education:	4 year college degree or equivalent technical study with advanced study preferred.
Role Description:	<p>All roles specified in PR4 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Proven track record of hands-on technical design and code work within large complex systems. • <input type="checkbox"/> Proven hands-on technical work with a variety of technologies. • <input type="checkbox"/> Demonstrated technical expertise integrating a variety of diverse technical environments and cross-platform technologies. • <input type="checkbox"/> Proven experience mentoring and performing supervisory functions for technical teams. • <input type="checkbox"/> Able to make best practice recommendations based on past work. • <input type="checkbox"/> Proven ability to present complex technical constructs to business and non-technical users. • <input type="checkbox"/> Proven ability to collaborate with business users, project managers and technical architects.

Programmer (PR6)

Years of Relevant Experience:	12 plus years
Preferred Education:	4 year college degree or equivalent technical study with advanced study preferred.
Role Description:	All roles specified in PR5 plus the following: <ul style="list-style-type: none">• <input type="checkbox"/> Proven track record leading technical design and code work within complex enterprise systems.• <input type="checkbox"/> Proven hands-on technical design and development expertise working with emerging technologies in diverse technical environments and cross-platform technologies.• <input type="checkbox"/> Serves as a mentor to team members by sharing industry best standards and practices.• <input type="checkbox"/> Proven ability to lead complex technical discussions with business and non-technical users.

Quality Assurance Specialist

The Quality Assurance Specialist (QAS) is responsible for the design, pilot, and implementation of the software quality assurance review processes. The QAS Specialist will work with Application Teams during pre and post assessment periods. The QAS Specialist reports to the Quality Assurance Team Lead. For each phase end review the Quality Assurance Specialist is responsible to plan, schedule, execute, and document findings of the review. Quality Assurance Specialists must have a detailed understanding of processes which support the software development lifecycle. The Quality Assurance Lead is responsible for communicating with the State regarding the progress of the quality approach and a summary of the metrics, as well as managing the Quality Assurance Specialists.

Quality Assurance Specialist (QAS1)

Years of Relevant Experience:	3 years software development and testing
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none">• <input type="checkbox"/> Assists in software activities in defined span of control for the organization.• <input type="checkbox"/> Tracks and monitors process and work product improvement opportunities.• <input type="checkbox"/> Collects, reviews, and evaluates the project's required work products against standard work product templates.• <input type="checkbox"/> Verifies that established measurement procedures are used and all required metrics are collected.• <input type="checkbox"/> Responds to requests for information.• <input type="checkbox"/> Coordinates work with others on team and across teams• <input type="checkbox"/> Draft report of observations, minor and major non-compliance.• <input type="checkbox"/> Develops quality standards.• <input type="checkbox"/> Monitors progress of action item resolution activity and ensure appropriate internal stakeholders are aware of pending deadlines.• <input type="checkbox"/> Conducts training courses with project teams on software quality review process.• <input type="checkbox"/> Researches problems before approaching Quality Assurance Lead for assistance.• <input type="checkbox"/> Communicates accurate and useful status updates.• <input type="checkbox"/> Manages and reports time spent on all work activities.• <input type="checkbox"/> Follow quality standards.• <input type="checkbox"/> Able to work in a team environment

	<ul style="list-style-type: none"> • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken.
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Quality Assurance Specialist (QAS2)

Years of Relevant Experience:	5 years software development, testing, and project management
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in QAS1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Conducts software quality phase end review activities (work product and process) for each software project and produces the required quality assurance reports, as specified in the project's quality assurance plan. • <input type="checkbox"/> Ensures the software development process followed by the project teams is compliant with approved tailored processes. • <input type="checkbox"/> Reviews and checks project software development activities and the associated internal tasks required by the agencies as employed by the project and specified in the project plan. • <input type="checkbox"/> Prepares preliminary software quality audit package for review before conduct of audit. • <input type="checkbox"/> Defines quality standards. • <input type="checkbox"/> Monitors progress of action item resolution activity and ensure appropriate stakeholders are aware of pending deadlines. • <input type="checkbox"/> Assists in managing and improving quality assurance team processes. • <input type="checkbox"/> Reviews and understands project team work plan. • <input type="checkbox"/> Determines time estimates and schedule for software quality review work. Conduct reviews according to schedule. • <input type="checkbox"/> Organizes and prepares work effectively to facilitate proactive resolution of problems, rather than reactive. • <input type="checkbox"/> Identifies and tracks issues, risks and action items affecting own work and work of team. • <input type="checkbox"/> Reports on progress of action item resolution and possible risk areas. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner.

Quality Assurance Specialist (QAS3)

Years of Relevant Experience:	7 years software development, testing and project management
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in QAS2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Reviews required work products to ensure compliance with approved tailored procedures and standards. • <input type="checkbox"/> Reviews and checks software development activities and the associated internal tasks required as employed by the project and specified in the project plan. • <input type="checkbox"/> Compares actual project procedures to the specified standards, procedures, and, if required, specific 3rd party contractual requirements. • <input type="checkbox"/> Performs detailed reviews of interim and final tasks as appropriate. • <input type="checkbox"/> Ensures process improvement opportunities are reviewed by appropriate contact to identify training needs of the organization. • <input type="checkbox"/> Performs or manages the required software quality phase end reviews of work product and process for each software project and produce the required software quality reports, as specified in the project's software quality plan. • <input type="checkbox"/> Develops and manages short and long-term plans and schedules for organization wide software quality needs. • <input type="checkbox"/> Balances workload with team's capacity by managing the team's activities according to schedule and budgets.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Coordinates and procures the required skills and techniques required. • <input type="checkbox"/> Obtains feedback from project teams regarding the overall effectiveness of processes and procedures – Forward to appropriate stakeholders and process owners. • <input type="checkbox"/> Provides feedback to project teams regarding process/procedure improvement opportunities and other potential areas for improvement discovered during software quality activities. • <input type="checkbox"/> Reports all software quality-revealed non-compliance. • <input type="checkbox"/> Provides regular reports on the results of compliance reviews to the project team, project team leaders and management. • <input type="checkbox"/> Reports on progress on action item resolution and possible risk areas. • <input type="checkbox"/> Anticipates and resolves issues dealing with software quality. • <input type="checkbox"/> Develops options and recommendations to assist teams in resolving issues. • <input type="checkbox"/> Ensure action items are addressed and closed based on agreed dates and activities. • <input type="checkbox"/> Ensure that defined processes are followed. • <input type="checkbox"/> Communicate related improvement measures to the project team. • <input type="checkbox"/> Obtain feedback from project teams regarding the overall effectiveness of software quality processes followed. Review with team and develop continuous improvement action plans. Report status to executive team. • <input type="checkbox"/> Communicate and work with customers and other personnel as necessary. • <input type="checkbox"/> Communicate clearly the team goals, organizational philosophies, and policies and procedures to the team. • <input type="checkbox"/> Communicate to team members the relationship between their work assignments and the team and project objectives. • <input type="checkbox"/> Lead efforts in developing and facilitating implementation of team goals and metrics.
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Senior Architect

The Senior Architect is responsible for designing, developing, and implementing application infrastructure to provide highly-complex, reliable, and scalable applications and systems to meet the organization’s objectives and requirements. Senior Architects are familiar with a variety of the application technologies, environments, concepts, methodologies, practices, and procedures and rely on experience and judgment to plan and accomplish goals. Senior Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They have proven experience defining systems and application architecture and provide vision, problem anticipation, and problem solving ability to organization. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

Senior Architect (SARI)

Years of Relevant Experience:	5 years software development, testing, and project management
Preferred Education:	4 year college degree in computer science or related field with advanced study preferred.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Manages, organizes, and administers systems analysis and preparation of applications and operating systems programming to process data and solve problems by use of computers. • <input type="checkbox"/> Establishes priorities and schedules, and oversees and reviews work of systems analysis personnel and programming personnel. • <input type="checkbox"/> Reviews feasibility studies and time and cost estimates of new or revised systems.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Assists in the development of standards, procedures, and operating systems applications. • <input type="checkbox"/> A combination of directly-related technical training and hands-on experience. • <input type="checkbox"/> Works with stakeholders and management to ensure projects are completed on time and according to organization standards. • <input type="checkbox"/> Consults with personnel in other information systems groups to coordinate activities. • <input type="checkbox"/> Consults with management to clarify systems and programs intent, identify problems, suggest changes, and determine extent of application systems changes required. • <input type="checkbox"/> Participates in developing a project plan and schedule with key milestones, contingency plans, workflow charts or diagrams, considering factors, such as resource requirements, computer storage capacity and speed, extent of peripheral equipment, and intended use of output data. • <input type="checkbox"/> Manages conversion of workflow charts to language that can be processed by computer and entering of program codes and test data into computer. • <input type="checkbox"/> Analyzes test runs on computer and supervises correction of coded program and input data. • <input type="checkbox"/> Manages the revision of existing programs to increase operating efficiency or adapt to new requirements. • <input type="checkbox"/> Compiles documentation of program development and subsequent revisions. • <input type="checkbox"/> Trains subordinates in systems analysis, feasibility studies, programming, and program coding. • <input type="checkbox"/> Prescribes standards for terms and symbols used to simplify interpretation of programs. • <input type="checkbox"/> Collaborates with computer manufacturers and other users to develop new programming methods. • <input type="checkbox"/> Prepares records and reports.
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Senior Architect (SAR2)

Years of Relevant Experience:	8 plus years software architecture, development, testing, and project management
Preferred Education:	4 year college degree in computer science or related field with advanced study preferred.
Role Description:	<p>All roles specified in SAR1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Leads systems analysis for architecture and development of new applications. • <input type="checkbox"/> Establishes development schedule, and allocates work of personnel based on project plans, timelines and budgets. • <input type="checkbox"/> Works with organizational leadership to ensure projects are in line with long-term IT strategies and initiatives. • <input type="checkbox"/> Coordinates project activities with all departments/personnel involved. • <input type="checkbox"/> Works with management to articulate systems and programs purpose, identifies problems, suggest changes, and determines required changes to existing applications. • <input type="checkbox"/> Provides mentoring and guidance to agency personnel and leadership.

Senior Business Subject Matter Expert

The Senior Business Subject Matter Expert (SME) brings proven experience from related businesses or organizations as well as system integration and technology experience. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical

solutions based on hands-on experience solving similar business problems. They are able to utilize knowledge of theory, principles, or technology of specific discipline or field of specialization.

Senior Business Subject Matter Expert (SME1)

Years of Relevant Experience:	More than 10 years
Preferred Education	4 year college degree in computer science or a related field with advanced study preferred; certifications specific to the field of project management.
Role Description	<ul style="list-style-type: none"> • <input type="checkbox"/> Consults with executive-level stakeholders to define business need or problem; conducts research, performs studies and surveys to obtain data; and analyzes problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization. • <input type="checkbox"/> Requires knowledge in computer programming and other related technical fields as well as extensive experience in a particular business or industry subject matter. • <input type="checkbox"/> Conducts study or survey on need or problem to obtain data required for solution. • <input type="checkbox"/> Analyzes data to determine solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services. • <input type="checkbox"/> Advises client or department heads on alternate methods of solving need or problem, or recommends specific solution. • <input type="checkbox"/> Requires experience providing consulting services to governmental entities. • <input type="checkbox"/> May be designated according to field of business and technical specialization.

Senior Business Subject Matter Expert (SME2)

Years of Relevant Experience:	15 plus years of experience
Preferred Education	4 year college degree in computer science or a related field with advanced study preferred; certifications specific to the field of project management.
Role Description	<p>All roles specified in SME1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Guides executive-level stakeholders based on industry standards related to specific discipline or field of specialization. • <input type="checkbox"/> Requires specific expertise in related technical fields or area of specialization. • <input type="checkbox"/> Conducts detailed audits and analysis to identify obstacles and suggests recommended solutions. • <input type="checkbox"/> Requires extensive experience providing consulting services to governmental entities related to specific technologies or field of specialization. • <input type="checkbox"/> Provides mentoring and guidance to agency personnel and leadership. <input type="checkbox"/>

Senior Database Architect

The Senior Database Architect is responsible for designing, developing, and implementing infrastructure to provide highly-complex, reliable, and scalable databases to meet the organization’s objectives and requirements. Database Architects are familiar with a variety of the database technologies, concepts, methodologies, practices, and procedures and rely on experience and judgment to plan and accomplish goals. Database Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They assist in defining system and application architecture and provide vision, problem anticipation, and problem solving ability to

organization. They consult with the client to define needs or issues, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

Senior Database Architect (SDAI)

Years of Relevant Experience:	8 plus years of database experience
Preferred Education:	4 year college degree in computer science or related field with advanced study preferred.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Possesses extensive knowledge of one or more database systems, and is capable of hands-on work in all phases of database design and management. • <input type="checkbox"/> Designs, develops, and implements infrastructure to provide highly-complex, reliable, and scalable database to meet the organization's objectives and requirements. • <input type="checkbox"/> Analyzes organization's business requirements for database design, and implements changes to database as required. • <input type="checkbox"/> Performs systems analysis on database, and resolves performance, capacity, and replication issues as necessary. • <input type="checkbox"/> Provides detailed design and specification documentation, including flowcharts, for all aspects of the database. • <input type="checkbox"/> Works with database analysts to develop methodologies, report views, queries, and table replications • <input type="checkbox"/> Ensures that all the data is in the proper format. • <input type="checkbox"/> Participates in the identification, prioritization, and development of technical initiatives and strategies. • <input type="checkbox"/> Develops and maintains database standards and naming conventions. • <input type="checkbox"/> Keeps up-to-date on emerging database architectures, technologies, and methodologies, and attends training classes as necessary.

Senior Program Manager

The Senior Program Manager is responsible for managing, coordinating, and establishing priorities for the complete life-cycle of projects including the planning, design, programming, testing, and implementation of business solutions designed to meet requirements of various departments in the company, such as distribution, finance, and manufacturing. Senior Program Managers are familiar with a variety of the project management methodologies and rely on experience and judgment to plan and accomplish goals. They have proven experience leading technology projects to successful implementation. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

Senior Program Manager (SPMI)

Years of Relevant Experience:	10 plus years
Preferred Education:	4 year college degree in computer science or a related field; certifications specific to the field of project management.
Role Description:	<p>All roles specified in PM4 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Requires proven success communicating verbally and in writing to multiple project stakeholders internal and external to the organization. • <input type="checkbox"/> Determines project needs and acquires resources required for the success of the project.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Coordinates the development of new systems and/or applications projects, the modification of existing systems or applications, or changes in current methods or techniques. • <input type="checkbox"/> Coordinates project performance with the other work of the affected department or departments. • <input type="checkbox"/> Excludes those who do not have full time responsibilities for project management.
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Service Desk

The Service Desk Analyzes and troubleshoots computer support problems and applies his or her understanding of computer software and hardware products and services to resolve user problems.

Service Desk (SD1)

Years of Relevant Experience:	0 to 3 years A+ certification preferred
Preferred Education:	Usually prefer two years of postsecondary training in field of specialty; may accept equivalent education and experience combined.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Receives telephone calls and e-mails from users having problems using computer software and hardware or inquiring how to use specific software, programming languages, electronic mail, or operating systems. • <input type="checkbox"/> Ascertains the nature of problem, determine whether problem is caused by hardware such as modem, printer, cables, or telephone, and log in tracking system. • <input type="checkbox"/> Escalates problems in accordance with defined procedures. • <input type="checkbox"/> Assists users through problem solving steps • <input type="checkbox"/> Uses technical databases to research problems, and talks with co-workers to research problem and find solution. • <input type="checkbox"/> Tests software and hardware for troubleshooting and problem resolution. • <input type="checkbox"/> Provides service and preventive maintenance activities on element exchange/baseline products (products with element exchange service and traditional maintenance philosophies; i.e., terminals, printers, personal computers, etc.). • <input type="checkbox"/> Able to diagnose and detect correct equipment errors and repair products by replacing worn or broken parts, and making technical adjustments. • <input type="checkbox"/> Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. • <input type="checkbox"/> Assists in coordination of changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. • <input type="checkbox"/> Provides accurate and complete answers to general use and administrative environment questions in a timely manner. • <input type="checkbox"/> Supports shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Manages and reports time spent on all work activities. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Able to work in a team environment • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken.

Service Desk (SD2)

Years of Relevant Experience:	More than 3 years A+ certification preferred; additional certification may be required based on specific technologies.
Preferred Education:	4 year college degree or equivalent technical study; may accept equivalent education and experience combined.

Role Description:	<p>All roles specified in SD2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Tests software and hardware to evaluate ease of use and whether product will aid user in performing work. • <input type="checkbox"/> Writes or revises training manuals and procedures. • <input type="checkbox"/> Develops training materials, such as exercises and visual displays. • <input type="checkbox"/> Trains users on software and hardware on-site or in classroom, or recommend outside contractors to provide training. • <input type="checkbox"/> Writes software and hardware evaluation and recommendation for management review. • <input type="checkbox"/> Implements shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors.
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Software Process Engineer

The Software Process Engineer is responsible for implementing and supporting a set of standard software engineering processes used by agencies. The Software Process Engineer participates in the entire life-cycle of software process improvement initiatives. This includes the planning, analysis, design, construction, testing, and implementation of new processes. The Software Process Engineer is responsible for identifying opportunities for improving existing processes and implementing appropriate solutions. The Software Process Engineer is also responsible for supporting projects and individual Teams in the use and understanding of processes on an ongoing basis. The Software Process Engineer is responsible for collaborating with the Team Lead(s) and Program Managers to provide guidance to team members and facilitate continual software process improvement. The Software Process engineer must understand all aspects of the specific processes used by the Teams. The Software Process Engineer must also be familiar with industry process models and standards.

Software Process Engineer (SPSI)

Years of Relevant Experience:	3 years in Computer Software development
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Facilitates the implementation of standard software engineering processes. • <input type="checkbox"/> Identifies software development process improvement opportunities either independently or through working with projects and teams. • <input type="checkbox"/> Assists in planning software process improvement initiatives. • <input type="checkbox"/> Directs and participates in teams working on the analysis, design, construction, testing, and implementation of new processes. • <input type="checkbox"/> Works with projects and teams to define the need for tailored processes and tools and assist in implementation, as appropriate. • <input type="checkbox"/> Provides ongoing support to projects and teams in the use and understanding of the software processes. • <input type="checkbox"/> Provides on-site support for teams on process related issues. • <input type="checkbox"/> Provides assistance to the Software Process Engineer Lead in planning and scheduling activities. • <input type="checkbox"/> Provides support in tracking and monitoring the success of process improvement initiatives. • <input type="checkbox"/> Monitors and solicits feedback on the usability and functionality of implemented processes. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Manages and report time spent on all work activities. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Able to work in a team environment • <input type="checkbox"/> Completes assigned tasks.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Strong communication skills; both written and spoken
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Software Process Engineer (SPS2)

Years of Relevant Experience:	5 years in software development and testing
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SPS1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Facilitates the implementation of standard software engineering processes across agencies. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues on a timely basis. • <input type="checkbox"/> Identifies and tracks issues, risks and action items. • <input type="checkbox"/> Determines process to support various initiatives. • <input type="checkbox"/> Leads the development of content for process training and deliver process training as appropriate. • <input type="checkbox"/> Coordinates with various teams about process improvement opportunities. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identifies and tracks issues, risks and action items.

Software Process Engineer (SPS3)

Years of Relevant Experience:	7 years total experience; 5 years in software development and testing.
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in SPS2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Organizes and prepares work effectively to facilitate proactive resolution of problems. • <input type="checkbox"/> Anticipates and resolves issues on a timely basis. • <input type="checkbox"/> Communicates accurate and useful status as appropriate. • <input type="checkbox"/> Demonstrates and promotes a focus on client service. • <input type="checkbox"/> Communicates effectively with suppliers as appropriate. • <input type="checkbox"/> Works with internal customers and others to identify direction of software process. • <input type="checkbox"/> Identifies knowledge in a form that is reusable.

System Administrator

The System Administrator is responsible for server back up and security, along with performance tuning and capacity planning. System Administrators should possess an understanding of network and distributed computing concepts. This is accomplished by working with the Systems Management Team Lead to understand the scope of services to be provided and assessing the impact they will have on the technical infrastructure.

System Administrator (SAI)

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Familiarity with most basic system administrator tools and process; for example, can boot/shutdown a machine, add and remove user accounts, use back up programs, and maintain system database files. • <input type="checkbox"/> Maintains the project servers. • <input type="checkbox"/> Maintains the file and print capacity • <input type="checkbox"/> Ensures that backups are performed as appropriate. • <input type="checkbox"/> Acts as a front-line interface to users. • <input type="checkbox"/> Accepts trouble reports and dispatch them to appropriate system administrators.

	<ul style="list-style-type: none"> ● <input type="checkbox"/> Able to write scripts in a particular administrative language. ● <input type="checkbox"/> Programming experience with any applicable language. ● <input type="checkbox"/> Communicates accurate and useful status updates. ● <input type="checkbox"/> Manages and reports time spent on all work activities. ● <input type="checkbox"/> Follows quality standards. ● <input type="checkbox"/> Able to work in a team environment ● <input type="checkbox"/> Completes assigned tasks. ● <input type="checkbox"/> Strong communication skills; both written and spoken
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System Administrator (SA2)

Years of Relevant Experience:	2 to 3 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SA1 plus the following:</p> <ul style="list-style-type: none"> ● <input type="checkbox"/> Responsible for operating and other system software. ● <input type="checkbox"/> Responsible for upgrading the operating and system software and keeping patches current. ● <input type="checkbox"/> Familiarity with fundamental networking/distributed computing environment concepts. ● <input type="checkbox"/> Able to do minimal debugging and modification of programs. ● <input type="checkbox"/> Executes the disaster recovery/back up procedures and archiving procedures. ● <input type="checkbox"/> Manages security for servers. ● <input type="checkbox"/> Responsible for performance tuning, capacity planning, database administration, and fault management. ● <input type="checkbox"/> Provides tier two support of the technical infrastructure. ● <input type="checkbox"/> Coordinating efforts with vendors if tier three support is required. ● <input type="checkbox"/> Responsible for ensuring high priority issues are resolved in a timely manner. ● <input type="checkbox"/> Responsible for keeping the environment up and running. ● <input type="checkbox"/> In many cases is responsible for identifying and reporting hardware problems. ● <input type="checkbox"/> Capable of writing purchase justifications. ● <input type="checkbox"/> Understands basic routing concepts. ● <input type="checkbox"/> Identifies and tracks issues, risks, and action items. ● <input type="checkbox"/> Resolves and/or assists in resolving issues. ● <input type="checkbox"/> Reviews, prioritizes, and researches service requests. ● <input type="checkbox"/> Anticipates and resolves issues specific to the team. ● <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner.

System Administrator (SA3)

Years of Relevant Experience:	4 to 5 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SA2 plus the following:</p> <ul style="list-style-type: none"> ● <input type="checkbox"/> Solid understanding of networking/distributed computing environment concepts. ● <input type="checkbox"/> Understands principles of routing client/server programming. ● <input type="checkbox"/> Manages expectations at all levels: customers/end users, executive sponsors. ● <input type="checkbox"/> Ensures quality standards are followed. ● <input type="checkbox"/> Understands the business application of technical support and design in an application development environment. ● <input type="checkbox"/> Works with the various Infrastructure teams and operations provider to identify the strategic direction of systems management activities. ● <input type="checkbox"/> Understands the design of consistent network-wide file system layouts

	<ul style="list-style-type: none"> • <input type="checkbox"/> Maintains strong relationships with employees and various tier two and three support groups. • <input type="checkbox"/> Develops plans for disaster recovery/ back up and archiving. • <input type="checkbox"/> Manages the daily operations of the systems management team to ensure service levels are being met. • <input type="checkbox"/> Manages the systems management team's support issue and backlog. • <input type="checkbox"/> Monitors the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels. • <input type="checkbox"/> Acts as the first level of escalation for high priority support issues.
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System Administrator (SA4)

Years of Relevant Experience:	6 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SA3 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Functions as the liaison to the various support groups with whom the systems management team interfaces. • <input type="checkbox"/> Develops the technical infrastructure maintenance strategy. • <input type="checkbox"/> Manages the system management resources. • <input type="checkbox"/> Acts as a system's management expert. • <input type="checkbox"/> Analyzes, determines, and documents requirements in terms of system management needs and implement them. • <input type="checkbox"/> Identifies, approves, and prioritizes team projects. • <input type="checkbox"/> Manages a large site or network. • <input type="checkbox"/> Recommends policies on system use and services.

System Administrator (SA5)

Years of Relevant Experience:	8 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SA4 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Functions as the Team Lead to the various support groups with whom the systems management team interfaces. • <input type="checkbox"/> Leads the creation of technical infrastructure maintenance strategies for enterprise environments. • <input type="checkbox"/> Creates system management strategy and leads implementation efforts. • <input type="checkbox"/> Oversees technical project efforts and implementation strategy. • <input type="checkbox"/> Guides policies and best practices based on current market and technical standards.

System Specialist

The System Specialist is knowledgeable on the usage and support of a collection of development platforms or technical architectures, and products that run on those platforms. The primary responsibility of a System Specialist is to ensure the availability and facilitate the productive use of a development platform or a test environment for Application Teams or end users. The System Specialist may support one or several instances of a platform/environment, applying their skills directly to a platform/environment and/or leveraging their skills across multiple platforms/environment. The System Specialist may, especially for usage and support of a platform, be part of an Application Team using the architecture. The System Specialist requires experience and skills in the environment supported and in the operations and in common usage of products for the environment. The System Specialist are responsible for collaborating with Technical Architecture Specialist, Functional Architects, Programmers and vendors to coordinate and enhance the use of the platform and facilitate migration to new versions of the platform.

System Specialist (SS1)

Years of Relevant Experience:	1 to 3 years in desired environment
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Assists in coordination of testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. • <input type="checkbox"/> Makes recommendations on functional and technical improvements to the environment. • <input type="checkbox"/> Participates in performance and volume analysis and design. • <input type="checkbox"/> Participates in performance improvement activities. Identify and apply potential improvements related to the environment for an application. • <input type="checkbox"/> Provides accurate and complete answers to general use and environment questions in a timely manner. • <input type="checkbox"/> Provides effective on-site environment support as needed. • <input type="checkbox"/> Accurately sets severity of identified defects. • <input type="checkbox"/> Provides input to training and/or documentation materials regarding latest technical and functional design changes. • <input type="checkbox"/> Ensures that all work is documented for future reference. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Ensures effective and reliable backups are being performed and distributed properly. • <input type="checkbox"/> Proactively addresses customer needs. • <input type="checkbox"/> Tracks and anticipates volume and type of use of the environment. • <input type="checkbox"/> Plans and implements shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. • <input type="checkbox"/> Basic scripting and programming skills, including languages that run on specified platform. • <input type="checkbox"/> Analytical and customer service skills. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Able to work in a team environment • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken.

System Specialist (SS2)

Years of Relevant Experience:	3 to 5 years in desired environment
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SS1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Plans and manages network operating system upgrades. • <input type="checkbox"/> Actively participates in analyzing and evaluating emerging software and hardware technologies/standards. • <input type="checkbox"/> Serves as a liaison between teams for network planning and connectivity. • <input type="checkbox"/> Develops appropriate functional and usability standards for the environments. • <input type="checkbox"/> Plans or assists in planning network environment, including supporting existing structure and enhancements. • <input type="checkbox"/> Plans and coordinates testing changes, upgrades and new and standard products, ensuring systems will operate correctly in current and future environment. • <input type="checkbox"/> Anticipates, identifies, tracks, and resolves issues and risks affecting own work and work of the Application or Environment team. • <input type="checkbox"/> Develops contingency plans as necessary. • <input type="checkbox"/> Analyzes the functional and/or technical impact of new product releases. • <input type="checkbox"/> Advanced scripting and programming skills, including languages that run on specified platform.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identifies and track issues, risks and action items.
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System Specialist (SS3)

Years of Relevant Experience:	5 plus years in desired environment
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in SS2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Identifies opportunities for new and improved technologies/standards to be used in the organization. • <input type="checkbox"/> Identifies, plans, and implements phase-out strategies for products and technologies. • <input type="checkbox"/> Plans and coordinates testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. • <input type="checkbox"/> Demonstrates expertise in teaching/conveying technical courses/concepts. • <input type="checkbox"/> Assists in setting architecture direction and knowledge sharing. • <input type="checkbox"/> Plans, organizes, prioritizes, and manages multiple work efforts the Application or Environment Teams. • <input type="checkbox"/> Develops appropriate work programs and uses to effectively schedule tasks/assignments.

Team Lead

The Team Lead manages an Application Team to deliver services according to defined service level commitments owned by the Application Team. The Team Lead coordinates resources and work to deliver solutions to customers on time and within budget. The Team Lead is assigned responsibility and accountability for overseeing the successful completion of all work assigned to the Application Team. The Team Lead is a process expert within the Application Team, understanding the software development / maintenance processes and verifying process conformance. The Team Lead will monitor stability of production applications owned by the Application Team. The Team Lead assists Application Team members in development activities and reviews tasks as required. The Team Lead manages and updates progress towards Application Team objectives, assists Application Team members in resolving problems, and engages in personnel management and guidance to Application Team members. The Team Lead fosters a positive work environment by mentoring, supporting, and committing to the professional development of Application Team members. The Team Lead reports to the Group Lead or Program Manager, as appropriate. The difference between a TL1 and a TL2 will depend on the size of the project, and the breadth and scope of the project.

Team Lead (TL1)

Years of Relevant Experience:	4 to 5 years, and 1 to 2 years project management experience.
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Monitors stability of production applications owned by Application Team. • <input type="checkbox"/> Prepares estimates for maintenance and enhancement of existing applications and development of new applications. • <input type="checkbox"/> Performs detailed reviews of interim and final tasks as appropriate. • <input type="checkbox"/> Processes work requests; review, prioritize, and package. • <input type="checkbox"/> Manages and reviews tasks of suppliers and other interfaces to the Application Team. • <input type="checkbox"/> Conducts structured walk-throughs or inspections; manage issues to closure.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Develops and manages short and long-term plans and schedules. • <input type="checkbox"/> Directs the development of accurate estimates for Application Team activities as required. • <input type="checkbox"/> Balances workload with Application Teams capacity by managing the Application Teams activities according to schedule. • <input type="checkbox"/> Manages the accomplishment of delivery metrics to support contractual obligations in the areas of service delivery and on time performance commitments and productivity improvement. • <input type="checkbox"/> Ensures work remains within the agreed scope. • <input type="checkbox"/> Tracks work plan baseline against results. • <input type="checkbox"/> Coordinates/communicates with Group Leads and/or Program Manager to ensure initiatives are in accordance with agreed customer commitments as planned. • <input type="checkbox"/> Proactively identifies and manages issues/risks affecting the project. • <input type="checkbox"/> Communicates accurate and useful status to Group Lead and other management on a timely basis. • <input type="checkbox"/> Identifies and initiates continuous improvements. • <input type="checkbox"/> Instills commitment to quality, customer service, ownership, and teamwork. • <input type="checkbox"/> Conducts post project wrap-ups. • <input type="checkbox"/> Monitors and measures maintenance and development process effectiveness. • <input type="checkbox"/> Ensures that defined processes are followed. • <input type="checkbox"/> Manages expectations of the Application Teams internal and external customers. • <input type="checkbox"/> Facilitates communication and knowledge sharing within the Application Teams. • <input type="checkbox"/> Maintains awareness of new developments in industry and processes and apply as appropriate. • <input type="checkbox"/> Develops and deepens understanding of system business requirements supported by the Application Team. • <input type="checkbox"/> Communicates clearly the Application Team goals, organizational philosophies, and policies and procedures to the Application Teams. • <input type="checkbox"/> Conducts structured walk-throughs or inspections; manage issues to closure.
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Team Lead (TL2)

Years of Relevant Experience:	5 plus years, and 2 to 3 years project management experience
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in TL1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Manages the resolution of high severity production problems. • <input type="checkbox"/> Manages and directs Application Team activities employing appropriate program management and planning principles. • <input type="checkbox"/> Coordinates work with other Team Leads as appropriate. • <input type="checkbox"/> Coordinates and procures the required skills and techniques required by the Application Team.

Technical Architecture Specialist

The Technical Architecture Specialist is the technical expert centered on a technology, technologies or a portfolio of applications. The Technical Architecture Specialist is the technologist who coordinates with other parties in setting the technical approach and direction and implementation for work. The Technical Architecture Specialist provides technical design expertise, defines what technical requirements are needed to support defined business

requirements, participates in detailed design and code reviews, reviews system performance issues, reviews test plans, and provides technical guidance to the Application Team and Test Team members. The Technical Architecture Specialist is responsible for collaborating with the Team Lead(s) to coordinate project schedules, budgets, request management, and work authorization. The expert level Technical Architecture Specialist will interface with Executive Sponsors, Group Leads, and Lead Functional Architects to convey infrastructure requirements, plan, and schedule deployment of tasks, and resolve any issues that impact the deployment of the Application Delivery systems.

Technical Architecture Specialist (TAS1)

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Defines test plans and criteria for acceptance for the technical components of an application. • <input type="checkbox"/> Ensures business requirements are supported by the technical architecture. • <input type="checkbox"/> Assists in leading technical direction of software; coordinating and presenting proposals to Group Leads, Leads, and the client. • <input type="checkbox"/> Defines and evaluates logical and physical data models. • <input type="checkbox"/> Assists in development of overall system technical architecture - including software and hardware. • <input type="checkbox"/> Defines test plans and criteria for acceptance for the technical components of an application. • <input type="checkbox"/> Analyzes, determines, and documents technical requirements and change request impact analysis. • <input type="checkbox"/> Participates in detailed design and product test execution as required. • <input type="checkbox"/> Develops technical programming standards. • <input type="checkbox"/> Ensures business requirements are supported by the technical architecture. • <input type="checkbox"/> Conducts structured walk-throughs or inspections for technical areas; resolve issues. • <input type="checkbox"/> Assists in defining technical programming standards. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Manages and reports time spent on all work activities. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Able to work in a team environment • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken. • <input type="checkbox"/> Performs integration of various architectures across multiple enterprises • <input type="checkbox"/> Develops overall system technical architecture, including software and hardware. • <input type="checkbox"/> Performs review of technical designs, code, and component test plans. • <input type="checkbox"/> Resolves and/or assists in resolving cross application technical issues. • <input type="checkbox"/> Conducts structured walk-throughs or inspections for technical areas; resolve issues. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identifies and tracks issues, risks and action items.

Technical Architecture Specialist (TAS2)

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TAS1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Ensures consistency and completeness across data models.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Plans and delivers development architecture environments in coordination with the • <input type="checkbox"/> Environmental Support Specialist. • <input type="checkbox"/> Assists in managing and directing team’s technical architecture processes. • <input type="checkbox"/> Provides assistance in scheduling design work for Lead Technical Architecture Specialist. • <input type="checkbox"/> Develops and documents expert practices/ standards. • <input type="checkbox"/> Possesses strong analysis, presentation, documentation, and quality assurance skills. • <input type="checkbox"/> Analyzes, determines, and documents technical requirements and impact analysis for technical and development architectures. • <input type="checkbox"/> Explains defect priorities and enhancement classifications to client and customer when needed. • <input type="checkbox"/> Maintains awareness of new technological developments in industry and processes - implement concepts appropriately. • <input type="checkbox"/> Leads or participates in setting the service levels for the application. • <input type="checkbox"/> Defines overall system logical architecture. • <input type="checkbox"/> Provides standard, well-structured work planning that defines scope, resources, milestones, quality, risk, tasks, and acceptance criteria. • <input type="checkbox"/> Prepares contingencies, scenarios, scenario plans and action items to resolve issues. • <input type="checkbox"/> Leads efforts in providing technical expertise, guidance, and training to the Application and Test Teams.
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Technical Architecture Specialist (TAS3)

Years of Relevant Experience:	5 plus years, and 1 to 2 years project management experience
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TAS2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Communicates effectively with IT staff, client organization and software hardware suppliers. • <input type="checkbox"/> Leads efforts in designing technical strategy, direction and approach, technical architecture, data architecture, development architecture, performance tuning, performance and capacity analysis, technical standards, technical reliability and flexibility. • <input type="checkbox"/> Designs and defines overall system technical architecture - including software and hardware within the framework and constraints of technical architecture. • <input type="checkbox"/> Evaluates alternative designs. • <input type="checkbox"/> Maintains control of specific tools and assets. • <input type="checkbox"/> Owns the technical architecture for a portfolio of applications, including the interpretation and application of the technical architecture. • <input type="checkbox"/> Plans, designs, develops, and/or executes of technical architecture. • <input type="checkbox"/> Assists with the preparation of estimates for new technology applications and maintenance of existing applications as part of Service Management. • <input type="checkbox"/> Provides experience in utilizing the project architecture. Acknowledged as highly competent in one or more technologies. • <input type="checkbox"/> Communicates accurate and useful status reports and other management on a timely basis. • <input type="checkbox"/> Coordinates and conducts project architecture, infrastructure review meetings, and portfolio review meetings with Group Lead, Lead Functional Architects, and Team Leads. • <input type="checkbox"/> Integrates issues and identifies impact. • <input type="checkbox"/> Communicates and resolves application interface issues. • <input type="checkbox"/> Communicates to team members the relations between their work assignments and the organizational and/ or program strategy, objectives,

	business and technology needs of the application / system. <ul style="list-style-type: none"> • <input type="checkbox"/> Shares knowledge across teams with both similar and non-similar applications, specifically focusing on Technical Architecture • <input type="checkbox"/> Interprets and communicates technical architecture to the Technology Application Architecture Team(s).
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Technical Specialist

The Technical Specialist is a senior level resource with specialized knowledge and experience in a specific technology such as SharePoint development or an SAP specialist. The Technical Specialist has an overall knowledge and understanding of application development and architecture that serves as a strong base for technical expertise in a specific product or program.

Technical Specialist (TS1)

Years of Relevant Experience:	5 to 6 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Demonstrates expertise in conveying technical and functional concepts for a specific technical specialty. • <input type="checkbox"/> Identifies improvements to project standards to achieve high quality services/ products. • <input type="checkbox"/> Able to identify best practices and standards for the use of the product.

Technical Specialist (TS2)

Years of Relevant Experience:	7 to 8 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	All roles specified in TS1 plus the following: <ul style="list-style-type: none"> • <input type="checkbox"/> Delivers support and design for industry specific applications that require integration with statewide systems or applications. • <input type="checkbox"/> Interacts with executive level business users or technical experts. • <input type="checkbox"/> May function as a niche technical SME.

Technical Specialist (TS3)

Years of Relevant Experience:	8 to 10 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	All roles specified in TS2 plus the following: <ul style="list-style-type: none"> • <input type="checkbox"/> Advanced experience in the required technical subject matter.

Technical Specialist (TS4)

Years of Relevant Experience:	More than 10 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	All roles specified in TS3 plus the following: <ul style="list-style-type: none"> • <input type="checkbox"/> Proven experience with a technical specialty across large and complex implementations and systems.

Technical Specialist (TS5)

Years of Relevant Experience:	More than 12 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	All roles specified in TS4 plus the following: <ul style="list-style-type: none"> • <input type="checkbox"/> Lead experience with technical expertise across large, complex implementations for enterprise systems.

Technical Writer

The Technical Writer develops and maintains user and technical documentation and project process documentation for Application Teams. Technical Writer understands the user's view of applications and/or technology and is able to put procedures in a logical sequence. The experienced Technical Writer provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications within their Tower.

Technical Writer (TW1)

Years of Relevant Experience:	Up to 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Develops, enhances, and maintains user documentation for multiple applications including documentation required for the operations provider. • <input type="checkbox"/> Develops on-line source documentation as appropriate. • <input type="checkbox"/> Maintains documentation libraries and subscription lists. • <input type="checkbox"/> Identifies, creates, revises, and maintains documentation and templates needed by the Application Teams. • <input type="checkbox"/> Ensures appropriate control access/use of documentation materials. • <input type="checkbox"/> Maintains application and user documentation. • <input type="checkbox"/> Ensures messages and terminology is consistent across all written materials. • <input type="checkbox"/> Researches and completes documentation service requests. • <input type="checkbox"/> Communicates and works with customers and other Client Telecommunications personnel as necessary. • <input type="checkbox"/> Works with Application Team members to enhance their understanding of end-user and technical documentation. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Manages and reports time spent on all work activities. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Able to work in a team environment • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken

Technical Writer (TW2)

Years of Relevant Experience:	2 to 4 years.
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TW1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Reviews and prioritizes documentation service requests. • <input type="checkbox"/> Determines procedures for use of on-line documentation tools and version control documentation as appropriate. • <input type="checkbox"/> Assists or guides other Technical Writer as needed to develop and maintain user and technical documentation for their assigned applications. • <input type="checkbox"/> Educates both business and technical groups on the essential need for developing and using standard documentation for all processes. • <input type="checkbox"/> Organizes and prepares work effectively to facilitate proactive resolution of problems, rather than reactive. • <input type="checkbox"/> Researches problems before approaching Lead Technical Writer or Team Lead for assistance. • <input type="checkbox"/> Assists the Application Team Lead in monitoring budget by providing estimated-time- to-complete and actuals for assigned tasks. • <input type="checkbox"/> Identifies and makes recommendations around documentation and templates needed by the Application Teams. • <input type="checkbox"/> Works with users and other State personnel to ensure that the solutions

	<p>meet State business requirements.</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Identifies and initiates continuous improvement opportunities. • <input type="checkbox"/> Directs the development of accurate estimates for documentation requests/activities as required • <input type="checkbox"/> Develops options and recommendations to assist documentation team members in resolving issues. • <input type="checkbox"/> Leads efforts in developing and facilitating implementation of the Documentation team goals and metrics. • <input type="checkbox"/> Develops workable, practical, measurable work plans defining activities, schedules and tasks with Team Leads and the Lead Technical Writer • <input type="checkbox"/> Reviews and understands the Application Teams work plan. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identifies and tracks issues, risks and action items.
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Technical Writer (TW3)

Years of Relevant Experience:	5 to 6 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TW2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Reviews and approves procedures for use of on-line documentation tools as appropriate. • <input type="checkbox"/> Identifies business and technical documentation needs not currently addressed. • <input type="checkbox"/> Manages Technical Writer. • <input type="checkbox"/> Owns documentation libraries and subscription lists. • <input type="checkbox"/> Promotes the need for developing and using standard documentation for all processes within the organization. • <input type="checkbox"/> Performs detailed reviews of interim and final tasks as appropriate. • <input type="checkbox"/> Oversees processing of service requests. • <input type="checkbox"/> Manages, deploys, and schedules Technical Writer activities. • <input type="checkbox"/> Develops and manages short and long-term documentation plans and schedules. • <input type="checkbox"/> Understands work requests/needs within Application Teams • <input type="checkbox"/> Manages the accomplishment of delivery metrics in support of contractual obligations in the areas of service delivery, on time performance. • <input type="checkbox"/> Works with Team Leads and Group Leads to set documentation goals.

Technical Writer (TW4)

Years of Relevant Experience:	7 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TW3 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Ensures work remains within the agreed project scope. • <input type="checkbox"/> Coordinates work with other Lead Technical Writers as appropriate. • <input type="checkbox"/> Coordinates and procure the required skills and techniques required by the Application Teams for documentation needs. • <input type="checkbox"/> Communicates accurate and useful status reports to Group Lead and other management on a timely basis. • <input type="checkbox"/> Anticipates, identifies, tracks, and resolves issues and risks affecting own work and work of the Application Team. • <input type="checkbox"/> Develops contingency plans as necessary. • <input type="checkbox"/> Manages expectations of the Technical Writers' internal and external customers. • <input type="checkbox"/> Defines documentation quality standards as needed. • <input type="checkbox"/> Conducts post project reviews and quality assessments.

	<ul style="list-style-type: none"> • <input type="checkbox"/> Ensures that defined processes are followed. • <input type="checkbox"/> Communicates related improvement measures to the team. • <input type="checkbox"/> Communicates clearly to Technical Writers their goals, organizational philosophies, policies and procedures.
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Telecom Engineer

The Telecom Engineer configures and installs hardware, wiring, and specialized equipment according to local building and electrical codes. The Telecom Engineer may also be responsible for the end-to-end installation of cable, wiring, and related equipment. The Telecom Engineer typically works closely with facilities/construction managers and site-based project managers. The Telecom Engineer should be able to accurately estimate the time and materials needed for tasks assigned. It is not uncommon for the Telecom Engineer to supervise a team of people and coordinate activities with other construction teams.

Telecom Engineer (TE1)

Years of Relevant Experience	0 to 2 years
Preferred Education	4 year college degree or equivalent technical study
Role Description	<ul style="list-style-type: none"> • <input type="checkbox"/> Ensures proper connectivity from site-to-site and internal to facility. • <input type="checkbox"/> Experience with CAT5, Romex, and similar cables/wiring. • <input type="checkbox"/> Pulls cable and ensures adherence to all building codes. • <input type="checkbox"/> Escalates construction and installation problems to the construction/integration manager, as needed. • <input type="checkbox"/> Prepares all job-related paperwork. • <input type="checkbox"/> Closes out work authorization when equipment is in service.

Telecom Engineer (TE2)

Years of Relevant Experience	2 to 5 years
Preferred Education	4 year college degree or equivalent technical study
Role Description	<p>All roles specified in TE1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Inspects customer premises to ascertain available space for equipment installation • <input type="checkbox"/> Determines the type and quantity of equipment that can be installed to provide requested communication facilities. • <input type="checkbox"/> Creates floor plan of equipment arrangement for customer or architect approval. • <input type="checkbox"/> Prepares cost estimate for equipment and installation and submit data to management for authorization to proceed. • <input type="checkbox"/> Orders equipment and prepare installation specifications. • <input type="checkbox"/> Monitors progress of installation to ensure facilities are ready on specified date.

Telecom Engineer (TE3)

Years of Relevant Experience	5 plus years
Preferred Education	4 year college degree or equivalent technical study
Role Description	<p>All roles specified in TE2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Leads full integration teams and interact with large infrastructure teams. • <input type="checkbox"/> Acts as telecommunications interface to outside vendors and construction manager. • <input type="checkbox"/> Directs activities related to the selection and installation of telephone facilities and special equipment on premises to meet customer's communication requirements.

Tester

The Tester is a member of a team which plans, constructs, and executes product tests, system tests, unit tests, load tests, volume tests, network tests as well as works with others for release control processes. The more experienced Tester manages, plans, constructs, and executes tests and integrates with release control process.

Tester (TEST1)

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> • <input type="checkbox"/> Creates test models for product test and release control (plans, data, and scripts). • <input type="checkbox"/> Conducts structured walk-throughs • <input type="checkbox"/> Executes assembly or product tests. • <input type="checkbox"/> Meets time estimates for assigned tasks. • <input type="checkbox"/> Communicates accurate and useful status updates. • <input type="checkbox"/> Follows quality standards. • <input type="checkbox"/> Able to work in a team environment • <input type="checkbox"/> Completes assigned tasks. • <input type="checkbox"/> Strong communication skills; both written and spoken

Tester (TEST2)

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in Test1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Defines product test plans and criteria for acceptance. • <input type="checkbox"/> Develops, updates, and maintains testing standards and procedures. • <input type="checkbox"/> Resolves testing process questions / issues. • <input type="checkbox"/> Assists in the planning, creation, and control of the test environments. • <input type="checkbox"/> Conducts inspections; resolve issues. • <input type="checkbox"/> Coordinates and executes assembly or product tests with the Test Team, Application Team and the Program Manager. • <input type="checkbox"/> Assists Team Lead or Test Team Lead in monitoring estimated-time-to-complete • <input type="checkbox"/> (ETC) and actuals for assigned tasks. • <input type="checkbox"/> Works with Test Team members to enhance their testing skills and build technical and Updates and tests release installation procedures. • <input type="checkbox"/> Generally aware of new developments in industry and processes and ability to apply to work as appropriate. • <input type="checkbox"/> Determines time estimates and schedule for work efforts. • <input type="checkbox"/> Defines and utilizes entry / exit criteria for testing. • <input type="checkbox"/> Schedules the design of structured walk-throughs or inspections; resolve issues. • <input type="checkbox"/> Works with users to ensure that solutions meet business requirements. • <input type="checkbox"/> Anticipates and resolves issues specific to the team. • <input type="checkbox"/> Determines time estimates and schedule for own work and resolve issues in a timely manner. • <input type="checkbox"/> Identifies and tracks issues, risks, and action items.

Tester (TEST3)

Years of Relevant Experience:	4 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in Test2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Reviews and understands the Test Team work plan.

	<ul style="list-style-type: none"> ● <input type="checkbox"/> Assists in managing and directing Test Team processes. ● <input type="checkbox"/> Anticipates, identifies, tracks, and resolves issues and risks affecting own work and work of the Test and/or Application Teams. ● <input type="checkbox"/> Develops contingency plans as necessary. ● <input type="checkbox"/> Researches problems before approaching the Team Lead or Test Team Lead for assistance. ● <input type="checkbox"/> Assists or guides Testers as needed. ● <input type="checkbox"/> Develops understanding of system business requirements supported by the Test team ● <input type="checkbox"/> Assists Application Teams to plan and execute component and assembly tests. ● <input type="checkbox"/> Participates in assembly or product test execution as required.
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Video Conference Specialist

The Video Conference Specialist (VCS) provides video and photograph production support by operating a variety of film, sound-reproducing equipment, slide, and video equipment.

Video Conference Specialist (VCS1)

Years of Relevant Experience:	Up to 6 years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<ul style="list-style-type: none"> ● <input type="checkbox"/> Maintains equipment in working condition. ● <input type="checkbox"/> Makes minor adjustments and repairs to equipment ● <input type="checkbox"/> Notifies maintenance personnel when correction of major malfunction is required. ● <input type="checkbox"/> Positions, installs, connects, and repairs equipment. ● <input type="checkbox"/> Familiar with fundamental networking/distributed computing environment concepts. ● <input type="checkbox"/> Troubleshoots network issues, systems, and applications to identify and correct malfunctions and other operational difficulties. ● <input type="checkbox"/> Investigates user problems, identifies their source, determines possible solutions, tests and implements solutions ● <input type="checkbox"/> Ensures high priority issues are resolved in a timely manner. ● <input type="checkbox"/> Excellent communication skills.

Video Conference Specialist (VCS2)

Years of Relevant Experience:	6 plus years
Preferred Education:	4 year college degree or equivalent technical study.
Role Description:	<p>All roles specified in VCS1 plus the following:</p> <ul style="list-style-type: none"> ● <input type="checkbox"/> Coordinates equipment operation with material presented, according to notations in script or instructions of speaker. ● <input type="checkbox"/> Advises speakers and presenters on alternative media. ● <input type="checkbox"/> Meets with department heads, managers, supervisors, vendors, and others, to solicit cooperation and resolve problems. ● <input type="checkbox"/> Actively participates in analyzing and evaluating emerging technologies/standards. ● <input type="checkbox"/> Evaluates and/or recommend purchases of network hardware, software, and peripheral equipment. ● <input type="checkbox"/> Acts as the first level of escalation for high priority support issues. ● <input type="checkbox"/> Functions as the liaison to the various support groups with whom the systems management team interfaces. ● <input type="checkbox"/> Develops the technical maintenance strategy. ● <input type="checkbox"/> Analyzes, determines, and documents requirements in terms of system management needs and implement them. ● <input type="checkbox"/> Identifies, approves, and prioritizes team projects.

	• <input type="checkbox"/> Mentors and supervises other team members.
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Voice/Data Engineer

The Voice/Data Engineer directs and participates in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements. The Voice/Data Engineer is responsible for all technology and connectivity involving telecommunications and data networks. The Voice/Data Engineer will typically specialize in telephony and data interfaces and systems that have proprietary functions within the communications area of a corporation/business. General wiring excluded, the Voice/Data Engineer ensures that any specialized conduit or wiring is properly deployed and installed according to code. The Voice/Data Engineer is also an expert in audio/visual, teleconferencing, and voice mail equipment. Often times, the Voice/Data Engineer is specialized or is certified in a particular piece of equipment.

Voice/Data Engineer (VDE1)

Years of Relevant Experience	0 to 2 years
Preferred Education	4 year college degree or equivalent technical study
Role Description	<ul style="list-style-type: none"> • <input type="checkbox"/> Ensures proper connectivity of voice and data services and technologies. • <input type="checkbox"/> Interacts and work with Telecom Engineer, Integration Engineer, or Project Manager. • <input type="checkbox"/> Prepares all job-related paperwork • <input type="checkbox"/> Closes out work authorization when equipment is in service.

Voice/Data Engineer (VDE2)

Years of Relevant Experience	2 to 5 years
Preferred Education	4 year college degree or equivalent technical study
Role Description	<p>All roles specified in VDE1 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Prepares equipment floor plan for customer or architect approval. • <input type="checkbox"/> Determines telephone, data services/components, and audio visual equipment placement within facility. • <input type="checkbox"/> Acts as installer of equipment for data/voice or Audio visual use. • <input type="checkbox"/> Installs, tests, configures, and train users on products and equipment. • <input type="checkbox"/> Supports systems and products associated with telecommunications/telephone and data within a facility or department.

Voice/Data Engineer (VDE3)

Years of Relevant Experience	5 plus years
Preferred Education	4 year college degree or equivalent technical study
Role Description	<p>All roles specified in VDE2 plus the following:</p> <ul style="list-style-type: none"> • <input type="checkbox"/> Familiar with at least one type of equipment or service that is highly specialized. • <input type="checkbox"/> Prepares cost estimate for equipment and installation and submit data to management for authorization to proceed with job. • <input type="checkbox"/> Orders equipment and prepare installation specification. • <input type="checkbox"/> Monitors installation progress to ensure that the facilities are ready on projected date. • <input type="checkbox"/> Leads a team of installers and junior Voice/Data Engineers.

Exception

An exception job category may be used when an agency has a need for IT staff augmentation services that are not included in the current list of job titles and skill categories or rates. Agency CIO or designee and Contract Manager approval is required for the use of the exception job category.

Appendix C - Project References

Name of Client & Project Title		
Contract Value		
Nature and Scope of Project:	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? (Reference Section I-2.B. Prior Experience).	
Project Duration:	Start Date Year:	End Date Year:
Nature of the Client:	Description of client and organizational unit that project was managed by.	
Nature of Client Audience:	Description of project users and/or client/customer audience.	
Number of Users:		
Number of Concurrently Engaged IT Resources:		
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of Offeror efforts.	
Client Contact Information:	<p>The references/contact persons must be individuals who were key stakeholders or project leaders which are capable of validating the Offeror's roles and responsibilities and must be able to comment on the quality of the Offeror's performance. (2 contacts are required):</p> <p>Name, Title: Department: Full Address: Telephone: E-mail: Relation/Role to Project:</p> <p>Name, Title: Department: Full Address: Telephone: E-mail: Relation/Role to Project:</p>	

Appendix D – Personnel Experience by Key Position

POSITION	PERSONNEL NAME	ROLES AND RESPONSIBILITIES	COMMITMENT	PERSONNEL EXPERIENCE			
				YEARS OF EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
(Include at least one row for all positions identified as Key Positions in I-2 of the RFP, as well as any additional positions you've identified as integral to the work delineated in your proposal.)	(Identify by first/last name the person who will fulfill this position.)	(Identify the main roles and responsibility to be performed on the project).	(Provide the percentage of this person's time to be committed to the proposed project.)	(List the number of years this person has acted in the same role on prior projects similar in nature to the proposed project.)	(Provide a brief narrative of other experience this person has had that may be relevant to his/her role in the proposed project.)	(List all postsecondary degrees completed for this person.)	(List any certifications and/or professional memberships for this person that may be relevant to this position.)

Appendix D – Personnel Experience by Key Position

POSITION	PERSONNEL NAME	ROLES AND RESPONSIBILITIES	COMMITMENT	PERSONNEL EXPERIENCE			
				YEARS OF EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS

Appendix F

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this Attachment is to define requirements for technology solutions procured by the Commonwealth that are not hosted within Commonwealth infrastructure.

A. Hosting Requirements

1. The Licensor or its subcontractor shall supply all hosting equipment (hardware and software) required for the cloud services and performance of the software and services set forth in the Quote and Statement of Work.
2. The Licensor shall provide secure access to applicable levels of users via the internet.
3. The Licensor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The Licensor or its subcontractors shall maintain all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The Licensor shall monitor, prevent and deter unauthorized system access. Any and all known attempts must be reported to the Commonwealth within **forty-eight (48) hours**. In the event of any impermissible disclosure unauthorized loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all reasonable steps to mitigate any potential harm or further disclosure of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Licensor shall comply with state and federal data breach notification statutes and regulations, and shall report security incidents to the Commonwealth within **one (1) hour** of when the Licensor has reasonable confirmation of such unauthorized access, use, release, or disclosure of data.
6. The Licensor or the Licensor's subcontractor shall allow the Commonwealth or its delegate, at times chosen by the Commonwealth, and within at least **three (3) business days'** notice, to review the hosted system's data center locations and security architecture.
7. The Licensor's employees or subcontractors, who are directly responsible for day-to-day monitoring and maintenance of the hosted system, shall have industry standard certifications applicable to the environment and system architecture used.
8. The Licensor or the Licensor's subcontractor shall locate servers in a climate-controlled environment. The Licensor or the Licensor's contractor shall house all servers and equipment in an operational environment that meets industry standards

Requirements for non-Commonwealth Hosted Applications Services

including climate control, fire and security hazard detection, electrical needs, and physical security.

9. The Licensor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Licensor shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Licensor shall provide all Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

B. SOC Reporting Requirements:

1. Subject to this section and unless otherwise agreed to in writing by the Commonwealth, the Licensor shall, and shall require its subcontractors to, engage, on an annual basis, a CPA certified third-party auditing firm to conduct the following, as applicable:
 - (i) a SOC 1 Type II report with respect to controls used by the Licensor relevant to internal and external procedures and systems that process Commonwealth financial transactions; and
 - (ii) a SOC 2 Type II report with respect to controls used by the Licensor relevant to internal and external procedures and systems that access, process, host or contain Commonwealth Data designated as Class “C” Classified Records or Closed Records, as defined in ITP-SEC019, or in compliance with mandates by federal or state audit requirements and/or policy.

Unless otherwise agreed to in writing by the Commonwealth, SOC Reports shall be provided upon contract execution and annually thereafter. While it is preferable that SOC Reports coincide with Pennsylvania’s fiscal year (July 1 through June 30), SOC Reports, at the very least, must cover at least 6 consecutive months of Pennsylvania’s fiscal year.

2. SOC 2 Type II reports shall address the following:
 - (i) Security of Information and Systems;
 - (ii) Availability of Information and Systems;
 - (iii) Processing Integrity;
 - (iv) Confidentiality;
 - (v) Privacy; and

- (vi) if applicable, compliance with the laws, regulations standards or policies designed to protect the information identified in ITP-SEC019 or other information identified as protected or Confidential by this Contract or under law.
3. At the request of the Commonwealth, the Licensor shall complete a SOC for Cybersecurity audit in the event:
- (i) repeated non-conformities are identified in any SOC report required by subsection 1; or
 - (ii) if the Licensor's business model changes (such as a merger, acquisition, or change sub-contractors, etc.).

The SOC for Cybersecurity report shall detail the controls used by the Licensor setting forth the description and effectiveness of Licensor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

The Licensor shall provide to the Commonwealth a report of the SOC for Cybersecurity audit findings within **60 days** of its completion.

4. The Commonwealth may specify other or additional standards, certifications or audits it requires under any Purchase Orders or within an ITP.
5. The Licensor shall adhere to SSAE 18 audit standards. The Licensor acknowledges that the SSAE guidance may be updated during the Term of this Contract, and the Licensor shall comply with such updates which shall be reflected in the next annual report.
6. In the event an audit reveals any non-conformity to SSAE standards, the Licensor shall provide the Commonwealth, within 45 days of the issuance of the SOC report, a documented corrective action plan that addresses each non- conformity. The corrective action plan shall provide, in detail:
- (i) clear responsibilities of the personnel designated to resolve the non-conformity;
 - (ii) the remedial action to be taken by the Licensor or its subcontractor(s);
 - (iii) the dates when each remedial action is to be implemented; and
 - (iv) a summary of potential risks or impacts to the Commonwealth that are associated with the non-conformity(ies).
7. The Commonwealth may in its sole discretion agree, in writing, to accept alternative and equivalent reports or certifications in lieu of a SOC report.

C. Security Requirements

1. The Licensor shall conduct a third-party independent security/vulnerability *Requirements for non-Commonwealth Hosted Applications Services*

assessment at its own expense on an annual basis.

2. The Licensor shall comply with the Commonwealth's directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the Commonwealth.
3. The Licensor shall use industry best practices to protect access to the system with a firewall and firewall rules to prevent access by non-authorized users and block all improper and unauthorized access attempts.
4. The Licensor shall use industry best practices to provide applicable system intrusion detection and prevention in order to detect intrusions in a timely manner.
5. The Licensor shall use industry best practices to provide applicable malware and virus protection on all servers and network components.
6. The Licensor shall limit access to Commonwealth-specific systems, data and services and provide access only to those staff, located in the United States, that must have access to provide services proposed.
7. The Licensor shall provide the Services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's ITPs set forth in Attachment 1, including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

D. Data Storage

1. The Licensor shall store all Commonwealth data in the United States.
2. The Licensor shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Licensor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Licensor shall be solely responsible for applicable data storage required.
4. The Licensor shall encrypt all Commonwealth data in transit and at rest. The Licensor shall comply with ITP-SEC031, and ITP-SEC019, encryption policies and minimum standards or stronger.

Requirements for non-Commonwealth Hosted Applications Services

5. The Licensor shall take all commercially viable and applicable measures to protect the data including, but not limited to, the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
6. The Licensor shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, to protect that data particularly in instances where such critical or sensitive data may be stored on a Licensor-controlled or Licensor-owned electronic device.
7. The Licensor shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Stored backup media must be kept in an all-hazards protective storage safe at the worksite and when taken offsite. All back up data and media shall be encrypted.

E. Adherence to Policy

1. Licensor support and problem resolution solution shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for classification of each problem.
2. Licensor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as Attachment 1.
3. Licensor shall comply with all pertinent federal and state privacy regulations.

F. Closeout

When the purchase order's or other procurement document's term expires or terminates, and a new purchase order or other procurement document has not been issued by a Commonwealth Agency within **60 days** of expiration or termination, or at any other time at the written request of the Commonwealth, the Licensor must promptly return to the Commonwealth all Commonwealth's data (and all copies of this information) that is in the Licensor's possession or control. The Commonwealth's data shall be returned in a format agreed to by the Commonwealth.

ATTACHMENT 1

Information Technology Policies (ITPs) for Outsourced/Licensor(s)-hosted Solutions

ITP Number - Name	Policy Link
ITP_ACC001- Accessibility Policy	http://www.oa.pa.gov/Policies/Documents/itp_acc001.pdf
ITP_APP030- Active Directory Architecture	http://www.oa.pa.gov/Policies/Documents/itp_app030.pdf
ITP_BUS007- Enterprise Service Catalog	http://www.oa.pa.gov/Policies/Documents/itp_bus007.pdf
ITP_BUS010-Business Process Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_bus010.pdf
ITP_BUS011-Commonwealth Cloud Computing Services Requirements	https://www.oa.pa.gov/Policies/Documents/itp_bus011.pdf
ITP_BUS012-Artificial Intelligence General Policy	https://www.oa.pa.gov/Policies/Documents/itp_bus012.pdf
ITP_INF000- Enterprise Data and Information Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf000.pdf
ITP_INF001- Database Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_inf001.pdf
ITP_INF006- Commonwealth County Code Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf006.pdf
ITP_INF009- e-Discovery Technology Standard	http://www.oa.pa.gov/Policies/Documents/itp_inf009.pdf
ITP_INF010- Business Intelligence Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf010.pdf
ITP_INF011- Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf011.pdf
ITP_INF012- Dashboard Policy	http://www.oa.pa.gov/Policies/Documents/itp_inf012.pdf
ITP_INFRM001- The Life Cycle of Records: General Policy Statement	http://www.oa.pa.gov/Policies/Documents/itp_infrm001.pdf
ITP_INFRM004- Management of Web Records	http://www.oa.pa.gov/Policies/Documents/itp_infrm004.pdf
ITP_INFRM005- System Design Review of Electronic Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm005.pdf
ITP_INFRM006- Electronic Document Management Systems	http://www.oa.pa.gov/Policies/Documents/itp_infrm006.pdf
ITP_INT_B_1- Electronic Commerce Formats and Standards	http://www.oa.pa.gov/Policies/Documents/itp_int_b_1.pdf
ITP_INT_B_2- Electronic Commerce Interface Guidelines	http://www.oa.pa.gov/Policies/Documents/itp_int_b_2.pdf
ITP_INT006- Business Engine Rules	http://www.oa.pa.gov/Policies/Documents/itp_int006.pdf
ITP_NET004- Internet Protocol Address Standards	http://www.oa.pa.gov/Policies/Documents/itp_net004.pdf
ITP_NET005- Commonwealth External and Internal Domain Name Services (DNS)	http://www.oa.pa.gov/Policies/Documents/itp_net005.pdf
ITP_PRV001- Commonwealth of Pennsylvania Electronic Information Privacy Policy	http://www.oa.pa.gov/Policies/Documents/itp_prv001.pdf
ITP_SEC000 - Information Security Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec000.pdf
ITP_SEC002- Internet Accessible Proxy Servers and Services	http://www.oa.pa.gov/Policies/Documents/itp_sec002.pdf
ITP_SEC003- Enterprise Security Auditing and Monitoring	http://www.oa.pa.gov/Policies/Documents/itp_sec003.pdf
ITP_SEC004- Enterprise Web Application Firewall	http://www.oa.pa.gov/Policies/Documents/itp_sec004.pdf
ITP_SEC006- Commonwealth of Pennsylvania Electronic Signature Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec006.pdf
ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication	http://www.oa.pa.gov/Policies/Documents/itp_sec007.pdf
ITP_SEC008- Enterprise E-mail Encryption	http://www.oa.pa.gov/Policies/Documents/itp_sec008.pdf
ITP_SEC009- Minimum Contractor Background Checks Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec009.pdf
ITP_SEC010- Virtual Private Network Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec010.pdf

ITP Number - Name	Policy Link
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	http://www.oa.pa.gov/Policies/Documents/itp_sec011.pdf
ITP_SEC015- Data Cleansing	http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf
ITP_SEC017- Copa Policy for Credit Card Use for e-Government	http://www.oa.pa.gov/Policies/Documents/itp_sec017.pdf
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	http://www.oa.pa.gov/Policies/Documents/itp_sec019.pdf
ITP_SEC021- Security Information and Event Management Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec021.pdf
ITP_SEC023- Information Technology Security Assessment and Testing Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec023.pdf
ITP_SEC024- IT Security Incident Reporting Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec024.pdf
ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	http://www.oa.pa.gov/Policies/Documents/itp_sec025.pdf
ITP_SEC029- Physical Security Policy for IT Resources	http://www.oa.pa.gov/Policies/Documents/itp_sec029.pdf
ITP_SEC031- Encryption Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec031.pdf
ITP_SEC032- Enterprise Data Loss Prevention (DLP) Compliance Standards	http://www.oa.pa.gov/Policies/Documents/itp_sec032.pdf
ITP_SEC034- Enterprise Firewall Rule Set	http://www.oa.pa.gov/Policies/Documents/itp_sec034.pdf
ITP_SEC038- Commonwealth Data Center Privileged User IAM Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec038.pdf
ITP-SEC-039 – Keystone Login and Identity Proofing	https://www.oa.pa.gov/Policies/Documents/itp-sec039.pdf
ITP_SFT000- Software Development Life Cycle (SDLC) Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft000.pdf
ITP_SFT001 Software Licensing	http://www.oa.pa.gov/Policies/Documents/itp_sft001.pdf
ITP_SFT002 Commonwealth of PA Website Standards	http://www.oa.pa.gov/Policies/Documents/itp_sft002.pdf
ITP_SFT003- Geospatial Enterprise Service Architecture	http://www.oa.pa.gov/Policies/Documents/itp_sft003.pdf
ITP_SFT004 Geospatial Information Systems (GIS)	http://www.oa.pa.gov/Policies/Documents/itp_sft004.pdf
ITP_SFT005- Managed File Transfer (MFT)	http://www.oa.pa.gov/Policies/Documents/itp_sft005.pdf
ITP_SFT007- Office Productivity Policy	http://www.oa.pa.gov/Policies/Documents/itp_sft007.pdf
ITP_SFT008- Enterprise Resource Planning (ERP) Management	http://www.oa.pa.gov/Policies/Documents/itp_sft008.pdf
ITP_SFT009- Application Development	http://www.oa.pa.gov/Policies/Documents/itp_sft009.pdf
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym003.pdf
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	http://www.oa.pa.gov/Policies/Documents/itp_sym004.pdf
ITP_SYM006- Commonwealth IT Resources Patching Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym006.pdf
ITP_SYM008- Server Virtualization Policy	http://www.oa.pa.gov/Policies/Documents/itp_sym008.pdf
ITP_SYM010- Enterprise Services Maintenance Scheduling	http://www.oa.pa.gov/Policies/Documents/itp_sym010.pdf

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Cloud Services Requirements

Offeror/Contractors proposing solutions that include cloud services must respond to the questions included in this document. The purpose of this document is to gain the necessary information from the Offeror/Contractor to fully understand and evaluate the cloud service being proposed.

Offeror/Contractor shall describe if any part of the proposed cloud service is provided by another third party or subcontractor. The ability of each subcontractor to meet these Cloud Services Requirements must be incorporated into this document. Offeror/Contractor may add a separate attachment or denote responses as "Offeror/Contractor" or "Name of Subcontractor".

If using links in Offeror/Contractor Response column, please provide specific reference point that addresses the question.

REQ #	Category	Question	Offeror/Contractor Response
1	General	<p>Offeror/Contractor shall provide an overview of the proposed cloud service.</p> <p>Please list the solution components, hosting environments, as well as the service organization and subservice organizations operating all aspects that are a part of the overall proposed solution.</p> <ul style="list-style-type: none"> • Solution Component(s) – SKU/Product Titles and/or Resources utilized by solution provider • Solution Environment(s) – Which public cloud provider, which private cloud stack, and/or who's datacenter for traditional hosting of components. • Solution Operator(s) – Organizational name of the Service Organization and any Subservice Organizations actively supporting the proposed solution. 	

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2	General	<p>Offeror/Contractor shall describe if the proposed cloud service is a dedicated single tenant or shared (multi-tenant) cloud solution.</p> <p>If multi-tenant, Offeror/Contractor shall describe the security controls to isolate the tenants.</p>	
3	General	<p>Offeror/Contractor shall describe Service Level Agreements (SLAs) included with the proposed Cloud Service that identify both the services required and the expected level of service including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Availability • Performance • Disaster Recovery expectations (RTO/RPO) • Pandemic Recovery expectations • Location of the data Primary/Secondary (if applicable?) • Access to the data • Portability of the data (ability to move data to a different hosting provider) • Metrics used to measure the service, e.g. service level objectives 	
4	General	<p>Offeror/Contractor shall describe controls for record retention and data destruction of data past retention period in accordance with ITP-SEC019 Policy and Procedures for Protecting Commonwealth Data and ITP-SEC015 Data Cleansing Policy.</p> <p>Offeror/Contractor shall describe how they will confirm that the data has been destroyed. Commonwealth preference is certified letter(s) of confirmation at end of contract and quarterly for aged data.</p>	

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5	General	<p>Offeror/Contractor shall, upon contract expiration or at any other time at the written request of the Commonwealth, return to the Commonwealth all of its data (and all copies of this information) in a format agreed to by the Commonwealth.</p> <p>Offeror/Contractor shall provide method of export of Commonwealth data during the contract term.</p>	
6	General	<p>Offeror/Contractor shall provide current FedRamp Status (ready, in process, authorized, not yet applied) and level (Low, Moderate, or High).</p> <p>If FedRamp status is "authorized," Offeror/Contractor shall provide details for the following:</p> <ul style="list-style-type: none"> • Service Model • Deployment Model • Impact Level • Independent Assessor • Authorization Date • Service Description • Agencies using this service 	
7	General	<p>Offeror/Contractor shall indicate if the following NIST guidelines are adhered to:</p> <ul style="list-style-type: none"> • NIST SP 800-53 Assessing Security and Privacy Controls in FIS organizations • NIST SP 800-63 Digital Identity Guidelines • NIST SP 800-92 Guide to Computer Security Log Management • NIST SP 800-144 Guideline on Security and Privacy in Public Cloud Computing 	

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		<ul style="list-style-type: none"> • NIST SP 800-145 NIST Definition of Cloud Computing and Deployment Models • NIST SP 800-146 NIST Cloud Computing Synopsis and Recommendations <p>Please also indicate if other NIST guidelines apply to the proposed cloud service.</p>	
8	General	<p>Offeror/Contractor shall describe their support model including after-hours support.</p> <p>Offeror/Contractor shall indicate if any support mechanism or staff are geographically located in any location that is not subject to the laws and jurisdiction of the United States.</p>	
9	Regulatory Compliance Verification	<p>Offeror/Contractor shall indicate if the proposed cloud service is subject to any of the following laws:</p> <ul style="list-style-type: none"> • CJIS and CHRIA for criminal history data • HIPAA for health-related data • IRS Pub 1075 and SSA for federal protected data • PCI-DSS for financial data <p>Offeror/Contractor shall provide certifications or letters of attestation for any deemed applicable to the proposed cloud service.</p>	
10	Data Storage Provisioning (ITP-BUS011 CSR-L3)	<p>Offeror/Contractor shall ensure that under no circumstances will Commonwealth data be directly or indirectly transmitted or downloaded to, stored in, or accessible from any location that is not subject to the laws and jurisdiction of the United States.</p>	

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11	<p>Data Hosting (ITP-BUS011 CSR-L4)</p>	<p>Offeror/Contractor shall confirm that Commonwealth data can only be transmitted or downloaded to, stored in, or accessible from any location that is subject to the laws and jurisdiction of the United States.</p> <p>Offeror/Contractor shall completely test and apply patches for all third-party software products before release.</p> <ul style="list-style-type: none"> • Offeror/Contractor shall describe which data centers are intended for use with the proposed cloud service. • Offeror/Contractor shall provide a description of the physical security measures in place within the proposed data centers. Describe both the physical data center access as well as server room and physical host access. • Offeror/Contractor shall provide a description of how often the infrastructure, hardware, and software are upgraded, hardened and patched and what notifications are provided to the customer. 	
12	<p>SOC Reporting (ITP-BUS011 CSR-L5)</p>	<p>Offeror/Contractor shall provide relevant SOC reports, which have been performed by an independent CPA-certified auditor, for the proposed cloud service. Reports should be submitted to the Contract Manager. Link to OPD BUS011B SOC Reporting Procedures</p> <p>SOC 3 Report is required for the procurement of cloud services and Offeror/Contractors shall provide a SOC 3 report as part of the response to the solicitation.</p> <p>SOC 1 TYPE II Report is required under the following conditions:</p>	

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		<ul style="list-style-type: none"> • The service organization is hosting financial information that could affect or have a material impact on a Commonwealth agency's financial statements and/or reporting. • Compliance mandate for federal or state audit requirements and/or policy. • A third-party provides financial service(s) (such as, but not limited to, payroll processing, accounts receivable, payable, or collection service). <p>SOC 2 TYPE II Report is required under the following conditions:</p> <ul style="list-style-type: none"> • The service organization is hosting, handling, or processing confidential or sensitive data/information (as defined in ITP-SEC019 Policy and Procedures for Protecting Commonwealth Electronic Data). • Compliance mandated with federal or state audit requirements and/or policy. 	
13	<p>System Monitoring Audit Logging (ITP-BUS011 CSR-S1)</p>	<p>Commonwealth policy requirements:</p> <ul style="list-style-type: none"> • Audit logging must be enabled and accessible to the Commonwealth (Information Security Office or designee) • Verbose logging is required • Vendor must have ability to correlate events, create security alerts, and based on severity of event (critical, severe, high-level) send incident notifications to Commonwealth Information Security Officers (ISOs). • Maintain reports online for a minimum of 90 days and archive for a minimum of 1 year. If the Commonwealth requires longer retention periods, the longer retention requirement takes precedence and should be documented in the SOW. 	

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		<ul style="list-style-type: none">a) Offeror/Contractor shall review and evaluate the system monitoring and audit logging requirements listed in ITP-BUS011 Section 4.2 and describe which apply and how they are being addressed as part of the proposed cloud service. Offeror/Contractor shall also indicate if any additional monitoring and logging is included.b) Offeror/Contractor shall describe which system monitoring and audit logs are available to the customer and indicate how they are made available to the Commonwealth Information Security Officers (ISOs). Please indicate if authorized direct access, available only upon request, or other.c) Offeror/Contractor shall provide an example of the logs to show what level of detail is available.d) Offeror/Contractor shall describe if any dashboards and/or analytics are in place for Commonwealth ISO use.e) Offeror/Contractor shall provide examples of monthly reporting.f) Offeror/Contractor shall provide examples of annual reporting.g) Offeror/Contractor shall define their continuous monitoring strategy, including measures, metrics and control assessments including frequencies.h) Offeror/Contractor shall provide examples of log review, contingency plan testing, incident response plan testing and vulnerability scans	
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		<p>i) Offeror/Contractor shall describe responses to assessment findings, threshold alerts, decisions to either mitigate, transfer or accept risks related to identified vulnerabilities</p> <p>j) Offeror/Contractor shall describe method of access for all of the above.</p>	
14	<p>Data Segmentation Boundary Protection (ITP-BUS011 CSR-S2)</p>	<p>Offeror/Contractor shall provide a network/architecture diagram showing what security and technical controls are performing the network segmentation within the cloud service offering and including any connectivity to the Commonwealth's network (e.g. border gateway, perimeter and/or network firewall, web application firewall, VPN tunnels, security zone access, as applicable)</p> <p>Offeror/Contractor shall describe how data segregation (physically or logically) of Commonwealth data from non-Commonwealth data is guaranteed.</p> <p>Offeror/Contractor shall maintain the diagram throughout the contract term and provide updates if changes occur.</p>	
15	<p>Endpoint Protection (ITP-BUS011 CSR-S3)</p>	<p>Offeror/Contractor shall provide and manage security controls. These are required to identify attacks, identify changes to files, protect against malware, protect user web services, Data Loss Prevention (DLP).</p> <p>Offeror/Contractor shall describe which of these security controls are included in the proposed cloud service and how these additional controls would generate a notification to the Commonwealth. Please indicate if any are not used and also if any are used that are not listed below.</p> <ul style="list-style-type: none"> ○ File Monitoring controls ○ Antivirus controls 	

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		<ul style="list-style-type: none"> ○ Cloud Aware IDS/IPS ○ DLP controls ○ Forensic controls ○ Advanced Persistent Threat (APT) controls 	
16	Encryption (ITP-BUS011 CSR-S4)	<p>Commonwealth policy requires the vendor to comply with SEC020, SEC031, and SEC019 encryption policies and minimum standards with the proposed cloud service. Encryption technical controls are required to protect data in transit and data at rest.</p> <p>Link to SEC020 Encryption Standards Data at Rest Link to SEC031 Encryption Standards Data in Transit Link to SEC019 Protection of Commonwealth Data</p> <p>Offeror/Contractor shall describe what encryption protocols are used to secure data in transit, file uploads or transfers.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data at rest. Describe how those encryption keys are managed.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data backup and recovery. Describe how those encryption keys are managed.</p> <p>If databases are used, describe what level of encryption is applied.</p>	
17	Identity and Access Management (ITP-BUS011 CSR-S5)	<p>Offeror/Contractor must provide technical controls for authenticating users, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet users, and internal users.</p>	

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		<p>Offeror/Contractor must describe reporting and audit mechanism for new staff, access changes, and deprovisioning of Offeror/Contractor staff.</p> <p>Offeror/Contractor must support use of Commonwealth Authentication services and Commonwealth Multi-Factor Authentication services.</p> <p>If cloud service is accessed by Commonwealth employees, Offeror/Contractor shall indicate if they can support Microsoft Azure Active Directory (AAD) or integration with ADFS.</p> <p>If cloud service is accessed by citizens or business partners, Offeror/Contractor shall indicate if they can support use of Keystone Login.</p> <p>If Offeror/Contractor cannot support use of Commonwealth authentication methods, Offeror/Contractor shall describe the technical controls used for authenticating users, multifactor services, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet user, internal users, etc.</p>	
18	<p>Vulnerability Assessment (ITP-BUS011 CSR-S6)</p>	<p>Offeror/Contractor shall conduct third-party independent security/vulnerability assessments on a quarterly basis and submit the results of such assessment to the Commonwealth within three (3) business days.</p> <p>Offeror/Contractor shall describe its vulnerability assessment practices for the proposed cloud service and indicate how the following requirements will be addressed:</p> <ul style="list-style-type: none"> a) Offeror/Contractor shall ensure cloud hosted application(s) are securely coded, vetted, and scanned. 	

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		<p>b) Offeror/Contractor shall conduct quarterly vulnerability assessments, or sooner if due to compliance regulations or other requirements, or upon a major change to the solution.</p> <p>c) Offeror/Contractor shall provide vulnerability assessment results to the Commonwealth on a quarterly basis during the term of the contract and upon Commonwealth request. <i>(Refer to ITP-SEC021 and ITP-SEC023 for guidance)</i></p> <p>d) Offeror/Contractor shall be able to identify and validate vulnerabilities required for remediation and provide a mitigation plan and timeline to the Commonwealth.</p> <p>e) Offeror/Contractor shall ensure patching is up to date.</p>	
19	<p>Data Protection Recovery (ITP-BUS011 CSR-S7)</p>	<p>Offeror/Contractor shall provide a business continuity plan that addresses the following (indicate N/A if not applicable to the proposed cloud service and/or if customer responsibility):</p> <ul style="list-style-type: none"> ○ Data / Database Recovery ○ Application Recovery ○ Operating System Recovery ○ Infrastructure Recovery <p>Offeror/Contractor shall describe its capability to do a complete restoration in the event of a disaster.</p> <p>Offeror/Contractor shall describe what tests are performed as part of its disaster recovery plan.</p> <p>Offeror/Contractor shall describe its capability to provide services during a pandemic event.</p>	
20	<p>Compliance (ITP-BUS011 CSR-S8)</p>	<p>Offeror/Contractor shall describe its capability to meet compliance requirements if the proposed cloud service is subject to any regulations.</p>	

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		<p>At minimum, all offerings shall meet Commonwealth ITP requirements and NIST Moderate Level security controls specified in the Federal Information Processing Standards (FIPS) and Special Publications (SPs).</p> <p>NIST control enhancements shall also apply unless specified otherwise.</p> <p>The agency reserves the right to upgrade the NIST control level. The agency also reserves the right to mandate additional regulations or standards such as HIPAA, PCI, IRS, CMs/ARS, etc.</p>	
21	<p>Security Incident Handling (ITP-BUS011 CSR-S9)</p>	<p>Offeror/Contractor shall agree to monitor, prevent, and deter unauthorized system access as per the requirements outlined below. If for any reason, Offeror/Contractor cannot meet this requirement it must be documented in their response.</p> <ul style="list-style-type: none"> • Unauthorized system access must be reported to the Commonwealth within 48 hours. • In the event of any penetration, impermissible use or disclosure of data, loss or destruction of data, the Offeror/Contractor must immediately notify the Commonwealth and take all reasonable steps to mitigate the access and to mitigate any potential harm or further disclosure, loss or destruction of data. Licensor shall comply with state and federal data breach law and shall report security incidents to the Commonwealth within one (1) hour of when the Licensor knew of such unauthorized access, use, release, or disclosure of data. • The Commonwealth will provide escalation contacts and resource account to be used for notification purposes. 	

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		<ul style="list-style-type: none"> Licensors shall not disclose the Commonwealth was a customer in the event of any penetration, impermissible use or disclosure of data, loss or destruction of data. <p>Offeror/Contractor shall provide a copy of its Incident Response Plan (IRP). IRP should include incident handling practices, severity classification levels, customer notification and escalation processes, expected timeframes from time of impact to resolution, etc.</p>	
22	Inventory (ITP-BUS011 CSR-S10)	<p>Offeror/Contractor shall describe how it maintains a complete, accurate, and up-to-date asset inventory of all resources involved in the proposed cloud service.</p> <p>Offeror/Contractor shall provide a detailed asset inventory list, including country of origin, that will be used for the proposed cloud service offering. The Commonwealth reserves the right to prohibit use of certain hardware based on risk.</p> <p>Include manufacturer, model numbers, processors, disk drives, database hardware, data center networking components (routers, switches, etc.), security devices (firewalls, etc.), load balancers, and any other hardware relevant to the delivery of the service.</p> <p>Offeror/Contractor shall provide notice to the Commonwealth for any changes to the asset inventory used to support the cloud service being provided to the Commonwealth that would impact regulatory compliance (refer to REQ#5 Regulatory Compliance Verification)</p>	
23	Data Backup and Recovery (Hosting Terms)	<p>Offeror/Contractor shall take all necessary measures to protect the data including, but not limited to, the backup of the servers on a daily and weekly basis in accordance with</p>	

Appendix G

		<p>industry best practices and encryption techniques in accordance with Commonwealth retention requirements.</p> <p>Offeror/Contractor shall describe its backup and archival process including but not limited to the following:</p> <ul style="list-style-type: none">• What is the length of time backups are available?• Do you perform test restores?• What archival backup/restore/versioning is part of the agreement and what actions require any additional service fees?• Explain any shadowing or redundancy you have across multiple datacenters or repositories and if those data repositories are within the US and controlled by the vendor.• Is storage of backup media offsite provided? If so, for how long?• Location of backups and key management and storage for any backup encryption keys.	
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Appendix H - Right to Represent Acknowledgement

By signing below, I acknowledge and agree that OFFEROR or NETWORK MEMBER has the right to represent me in matters of work assignment relating to the IT Staff Augmentation Services Contract by submitting my professional resume to the Commonwealth of Pennsylvania for the type of position(s) identified below.

Candidate Name

Candidate Signature

Position Title(s)

Date

Duration Period

Appendix I - Service Level Agreements

Performance Metric	Goal	Performance Target	Description	Calculation	Frequency of Review	Service Credits
Requisition Confirmation Response Time	4 business hours	92% or higher	Measures response time from receipt of request from the Commonwealth to confirmation of request receipt by the selected Offeror.	Number of requisitions which received confirmation within 4 business hours divided by total number of requisitions.	Quarterly	N/A
Resume Submittal Response Time	4 business days	100%	Measures response time from selected Offeror's receipt of request to delivery of candidate resumes to the requesting agency.	Number of business hours from selected Offeror's receipt of request to delivery of candidate resumes to the requesting agency.	Per request	*2% credit on resulting PO
Normal Round 1 Fill Rate	100%	95% or higher	Measures selected Offeror's ability to fulfill requisitions within first round of resumes submitted to the requesting agency.	Total number of requests filled in first round divided by total number of requests.	Quarterly (by agency)	*2% credit of the value of the PO(s) not filled in the first round
Urgent Resume Submittal Response time	2 business days	100%	Measures response time from selected Offeror's receipt of an urgent request to delivery of candidate resumes to the requesting agency.	Number of business hours from selected Offeror's receipt of an urgent request to delivery of candidate resumes to the requesting agency.	Per request	*2% credit on the resulting PO
Urgent Round 1 Fill Rate	100%	90% or higher	Measures selected Offeror's ability to fulfill requisitions within first round of resumes submitted to the requesting agency.	Total number of urgent requests filled in first round divided by total number of urgent requests.	Quarterly (by agency)	*2% credit of the value of the PO(s) not filled in the first round
Attrition Rate	0%	5% or lower	Measures resource turnover due to unplanned situations which are not caused by the Commonwealth, excluding inadequate performance, death, serious illness, etc.	Number of unplanned turnovers/total number of resources.	Quarterly	N/A

Appendix I - Service Level Agreements

Performance Metric	Goal	Performance Target	Description	Calculation	Frequency of Review	Service Credits
Performance Removal	3% or lower	3% or lower	Measures resource turnover due to inadequate resource performance as determined by the Commonwealth.	Number of turnovers due to inadequate performance divided by total number of resources.	Quarterly	N/A
Customer Service Survey Results	98%	Satisfactory rating or better for all resources	Measures the average survey results for all resources.	Average of all completed surveys.	Quarterly	N/A

*For a purchase order (PO) which contains multiple resources, the missed SLA service credit will apply to only the line item(s) on the PO for which an SLA violation(s) occurred and not the total value of the PO.

Appendix J, Cost Submittal

Cost Submittal Instructions

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.

COST SUBMITTAL SUMMARY

1. Select the "Summary" Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. All highlighted data entered on the Cost Submittal Worksheet will automatically populate into the "Summary" tab.

COST SUBMITTAL BREAKDOWN

1. Please review every tab in this cost submittal.
2. Any highlighted blank cells will constitute providing resources for \$0 cost to the Commonwealth.

**Formulas are embedded within the worksheets, do not attempt to unlock cells. Any estimates provided within this appendix are not a guarantee of services to be performed and/or payment under the contract resulting from this RFP.

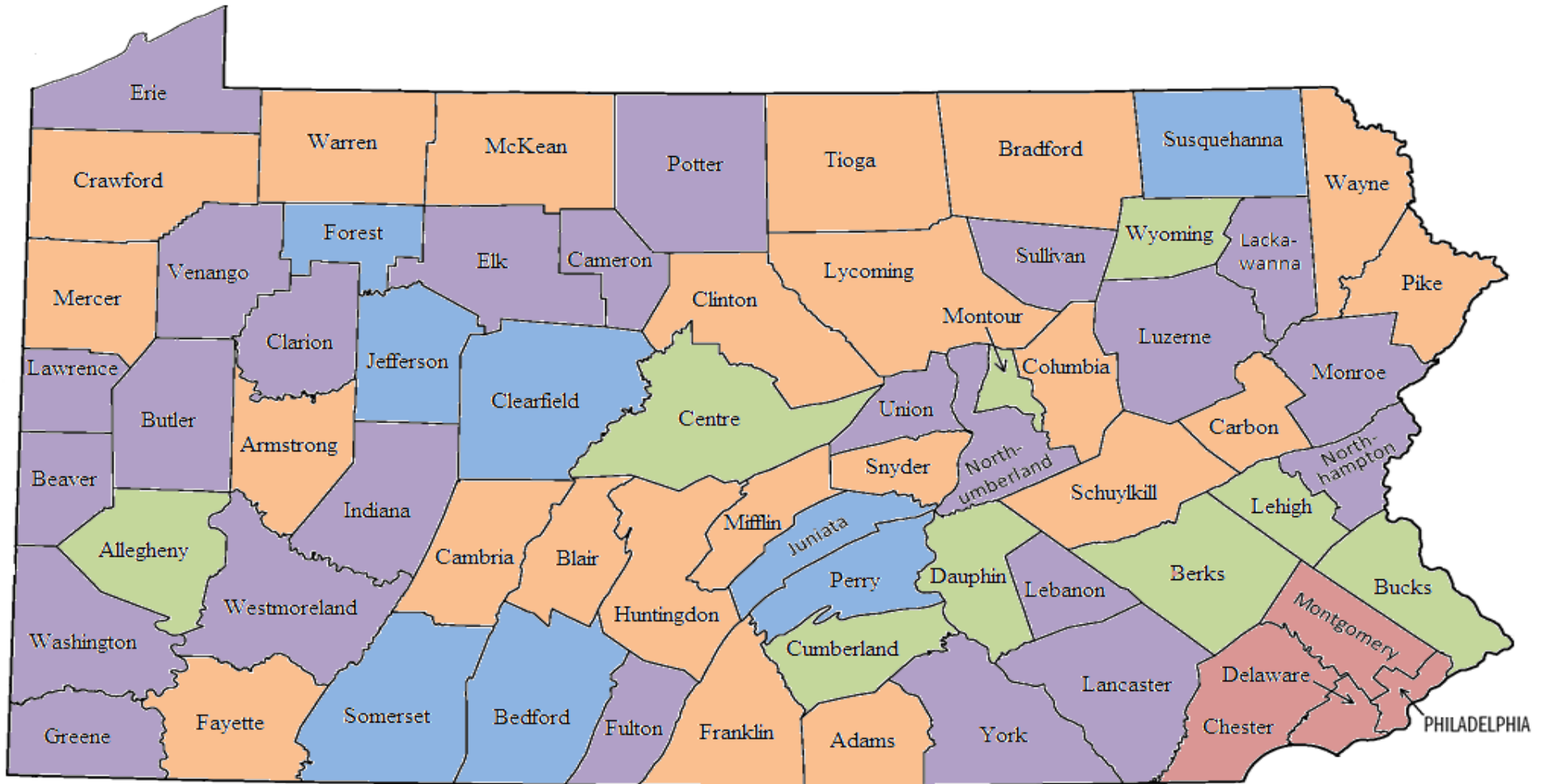
NOTES:

- Proposed or lower rates will not be increased during initial term of contract. (For example: If an Agency requests an App Dev 1 in area 4, the selected Offeror must be able to provide resources with the skill set required on an App Developer 1 at the rate proposed in the selected Offeror's cost submittal.)
- Do not include any pricing data in any portion of the Technical Submittal. Pricing data is defined as any information related to, directly or indirectly, the Offeror's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.
- The Commonwealth reserves the right to perform current market analysis on any proposed hourly rate as provided in the cost submittal.
- The cost submittal must be submitted as presented by the Commonwealth and should not be altered in any way. Do not include any reiteration of the technical proposal in the cost submittal.

Appendix J, Cost Submittal

AREA #1	AREA #2	AREA #3	AREA #4	AREA #5
Bedford County	Adams County	Beaver County	Allegheny County	Chester County
Clearfield County	Armstrong County	Butler County	Berks County	Delaware County
Forest County	Blair County	Cameron County	Bucks County	Montgomery County
Jefferson County	Bradford County	Clarion County	Centre County	Philadelphia County
Juniata County	Cambria County	Elk County	Cumberland County	
Perry County	Carbon County	Erie County	Dauphin County	
Somerset County	Clinton County	Fulton County	Lehigh County	
Susquehanna County	Columbia County	Greene County	Montour County	
	Crawford County	Indiana County	Wyoming County	
	Fayette County	Lackawanna County		
	Franklin County	Lancaster County		
	Huntingdon County	Lawrence County		
	Lycoming County	Lebanon County		
	Mc Kean County	Luzerne County		
	Mercer County	Monroe County		
	Mifflin County	Northampton County		
	Pike County	Northumberland County		
	Schuylkill County	Potter County		
	Snyder County	Sullivan County		
	Tioga County	Union County		
	Warren County	Venango County		
	Wayne County	Washington County		
		Westmoreland County		
		York County		

Appendix J, Cost Submittal



Appendix J, Cost Submittal

Skill Level	Skills	Technology Maturity	Labor Supply	Labor Demand
Legacy	Low-Technical	Mature	High	Low
Core	Mid-Technical	Mid	Average	Average
Emerging	High-Technical	New	Low	High

Appendix J, Cost Submittal

Area	Skill Category		
	Legacy	Core	Emerging
Area #1	\$ -	\$ -	\$ -
Area #2	\$ -	\$ -	\$ -
Area #3	\$ -	\$ -	\$ -
Area #4	\$ -	\$ -	\$ -
Area #5	\$ -	\$ -	\$ -
Total Annual Spend by Skill Category	\$ -	\$ -	\$ -

Total Cost for Evaluation Purposes	
Estimated Cost Year 1	\$ -

Appendix J, Cost Submittal

Rate Discount	
Proposed Discount for Long Term Engagements (12 months or greater)	0.00%

Note: The proposed discount provided above by the Offeror will be used to calculate the Long Term Hourly Rate for engagements 12 months or greater on the following tabs: Area 1, Area 2, Area 3, Area 4, and Area 5.

MSP Fee	
Proposed MSP Fee	0.00%

Note: The proposed MSP provided above by the Offeror will be used to calculate the Bill Rate for all engagements.

Appendix J, Cost Submittal

Job Title	Level	Skill Category - Legacy							Skill Category - Core							Skill Category - Emerging						
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category
Application Developer	AD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	AD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Architect	AR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	BA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Business Analyst	BA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	BA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
CADD/GIS Administrator	CGA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	CGA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Data Entry Operator	DE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	DE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Database Administrator	DBA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	DBA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Functional Architect	FA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	FA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Help Desk Analyst	HA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	HA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Intern	INT1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	INT2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Mobile Specialist	MS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	MS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Network Engineer	NE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	NE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Product Specialist	PS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	PS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Program Manager	PM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	PM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Project Manager	PJM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	PJM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Programmer	PR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	PR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Quality Assurance Specialist	QAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	QAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Senior Architect	SAR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	SAR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Senior Business Subject Matter Expert	SME1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	SME2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Senior Database Architect	SDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Senior Program Manager	SPM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Service Desk	SD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	SD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Software Process Engineer	SPS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	SPS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
System Administrator	SA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	SA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
System Specialist	SS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	SS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Team Lead	TL1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	TL2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Technical Architecture Specialist	TAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	TAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Technical Specialist	TS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	TS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Technical Writer	TW1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	TW2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Telecom Engineer	TE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	TE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Tester	TEST1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
	TEST2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -
Video Conference Specialist	VCS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00</													

Appendix J, Cost Submittal

Job Title	Level	Skill Category - Legacy							Skill Category - Core							
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours
Application Developer	AD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Architect	AR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	BA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Business Analyst	BA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	BA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
CADD/GIS Administrator	CGA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	CGA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	CGA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Data Entry Operator	DE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Database Administrator	DBA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Functional Architect	FA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Help Desk Analyst	HDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	HDA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	HDA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Intern	INT1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Mobile Specialist	MS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	MS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Network Engineer	NE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	NE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	NE3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Product Specialist	PS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS6	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Program Manager	PM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Project Manager	PJM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Programmer	PR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR6	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR7	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Quality Assurance Specialist	QAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	QAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	QAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Architect	SAR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SAR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Business Subject Matter Expert	SME1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SME2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Database Architect	SDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Program Manager	SPM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Service Desk	SD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Software Process Engineer	SPS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SPS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SPS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Administrator	SA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Specialist	SS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00
	SS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Team Lead	TL1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TL2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Technical Architecture Specialist	TAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Technical Specialist	TS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00						

Appendix J, Cost Submittal

Job Title	Level	Skill Category - Legacy							Skill Category - Core							
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours
Application Developer	AD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Architect	AR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	BA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Business Analyst	BA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	BA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
CADD/GIS Administrator	CGA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	CGA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	CGA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Data Entry Operator	DE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Database Administrator	DBA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Functional Architect	FA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Help Desk Analyst	HDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	HDA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	HDA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00
Intern	INT1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Mobile Specialist	MS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	MS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Network Engineer	NE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	NE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	NE3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Product Specialist	PS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS6	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Program Manager	PM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Project Manager	PJM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Programmer	PR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR6	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Quality Assurance Specialist	QAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	QAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	QAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Architect	SAR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SAR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Business Subject Matter Expert	SME1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SME2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Database Architect	SDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Program Manager	SPM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Service Desk	SD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Software Process Engineer	SPS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SPS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SPS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Administrator	SA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Specialist	SS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00
	SS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Team Lead	TL1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TL2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Technical Architecture Specialist	TAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Technical Specialist	TAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00	\$0.0						

Appendix J, Cost Submittal

Job Title	Level	Skill Category - Legacy							Skill Category - Core							
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours
Application Developer	AD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	8,320.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	10,400.00
Architect	AR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	BA1	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
	BA2	14,560.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	10,400.00
Business Analyst	BA3	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	54,080.00
	CGA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	CGA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
CADD/GIS Administrator	CGA3	4,160.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
	DE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
Database Administrator	DBA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
	DBA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00
Functional Architect	FA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Help Desk Analyst	HDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	HDA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
	HDA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00
Intern	INT1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Mobile Specialist	MS1	8,320.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	16,640.00
	MS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	8,320.00
	NE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Network Engineer	NE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	NE3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
	PS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	22,880.00
Product Specialist	PS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	22,880.00
	PS3	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00
	PS4	4,160.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	29,120.00
	PS5	8,320.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	43,680.00
	PS6	18,720.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	27,040.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	24,960.00
	PM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Program Manager	PM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00
	PM3	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	31,200.00
	PM4	6,240.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00
	PJM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
Project Manager	PJM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00
	PJM3	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	10,400.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	10,400.00
	PJM4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	8,320.00
	PR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
Programmer	PR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	8,320.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	8,320.00
	PR5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00
	PR6	4,160.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	45,760.00
	QAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Quality Assurance Specialist	QAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	QAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	10,400.00
	SAR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00
Senior Architect	SAR2	1,640.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	10,400.00
	SME1	14,560.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	14,560.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	29,120.00
	SME2	24,960.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	66,560.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	104,000.00
Senior Database Architect	SDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00
Senior Program Manager	SPM1	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	8,320.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	18,720.00
Service Desk	SD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	14,560.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	8,320.00
	SFS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Software Process Engineer	SFS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SFS3	6,240.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Administrator	SA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA3	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	12,480.00
	SA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA5	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2,080.00
	SS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Specialist	SS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	4,160.00
	SS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	10,400.00
	TL1	2,080.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Team Lead	TL2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Technical Architecture Specialist	TAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	6,240.00
	TS1	4,160														

Appendix J, Cost Submittal

Job Title	Level	Skill Category - Legacy							Skill Category - Core							
		Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours	Short Term Hourly Rate (Less than 12 months)	Long Term Hourly Rate (12 months or greater)	MSP Markup (%)	Short Term Bill Rate (Less than 12 months)	Long Term Bill Rate (12 months or greater)	Total Spend Per Skill Category	Current Annual Contract Hours
Application Developer	AD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AD3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Architect	AR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	AR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Business Analyst	BA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	BA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
CADD/GIS Administrator	CGA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	CGA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	CGA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Data Entry Operator	DE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Database Administrator	DBA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	DBA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Functional Architect	FA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	FA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Help Desk Analyst	HDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	HDA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Intern	INT1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	INT3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Mobile Specialist	MS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	MS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Network Engineer	NE1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	NE2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	NE3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Product Specialist	PS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PS6	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Program Manager	PM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PM4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Project Manager	PJM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PJM4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Programmer	PR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	PR6	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Quality Assurance Specialist	QAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	QAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	QAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Architect	SAR1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SAR2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Business Subject Matter Expert	SME1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SME2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Database Architect	SDA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Senior Program Manager	SPM1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Service Desk	SD1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SD2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Software Process Engineer	SPS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SPS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SPS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Administrator	SA1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SA5	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
System Specialist	SS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	SS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00
	SS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Team Lead	TL1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TL2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Technical Architecture Specialist	TAS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TAS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
Technical Specialist	TAS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TS1	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TS2	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00
	TS3	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	2080.00
	TS4	0.00	\$0.00	\$0.00	0.00%	\$ -	\$ -	\$ -	0.00	\$0.00						

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RFP 610048933 – IT Staff
Augmentation

Pre-Proposal Conference

Issuing Officer –
Amy Layman



pennsylvania

BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES



January 14, 2020 9:00am



What's the Point?



SDB and VBE Classification

Vendors must self-certify as a Small Business (SB) first

Small Diverse Business (SDB)

Goal oriented

- Minority Business Enterprise (MBE)
- Woman Business Enterprise (WBE)
- Service-Disabled Veteran Business Enterprise (SDVBE)
- LGBT Business Enterprise (LGBTBE)
- Disability-Owned Business Enterprise (DOBE)

Veteran Business Enterprise (VBE)

Goal oriented

- Veteran Business Enterprise (VBE)
- Service-Disabled Veteran Business Enterprise (SDVBE)

Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)

Request for Proposal (RFP) : Format

RFP Small Diverse Business Enterprise (SDB) and Veteran Business Enterprise (VBE) Components:

JAGGAER Locations

Description

- #6. Small Diverse Business and Veteran Business Enterprise Participation
- #7. New SDB and VBE Goal Information Session
- #14. Proposal Format
- #15. Mandatory Responsive Requirements

Questions – RFP Questions -

- Group 1.2.1 –Small Diverse Business Participation Information
 - 1.2.2 - Small Diverse Business Submittal Packet
- Group 1.3.1 Veteran Business Enterprise Participation document
 - 1.3.2 – Veteran Business Enterprise Submittal Packet



Solicitation Specific Goals



	SDB	VBE
Participation Goals	64%	6%

Goals only apply to spend for competitive order resources!

Primes are welcome to exceed the goal!

Goal Analysis

- Available subcontracting opportunities across the entire state for the applicable services,
- Availability of DGS-verified SDB/VBEs to perform commercially useful functions, and
- Historical analysis of similar projects within the last 3 years.



New Forms and Processes

- SDB/VBE Instructions – *SDB-1/VBE-1* **READ**
- SDB/VBE Participation Submittal – *SDB-2/VBE-2*
- Reserved – *SDB-3/VBE-3*
- Guidance for Good Faith Effort (GFE) Waiver – *SDB-4/VBE-4* **READ**
- GFE Waiver – *SDB-5/VBE-5*

SDB Submittal Instructions – SDB-1

SDB-1 INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **SDB Participation Goal**: The SDB participation goal is set forth in the eMarketplace advertisement and also in the Notice to Bidders. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.
- II. **SDB Eligibility**:
 1. **Finding SDB firms**: Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
 2. **Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the SDB Utilization Schedule (SDB-3)**. A firm whose SDB verification is pending or

SDB Submittal – SDB-2

SDB-2 SDB PARTICIPATION SUBMITTAL

CLICK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.
Click on bold titles to navigate to that specific page.

CRITICAL
✓ Check One, and Only One, Box

I agree to meet the SDB

participation goal in full.

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule**

I am requesting a full waiver of the SDB

participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request for**

Guidance to Document GFE SDB-4

READ, READ, READ

Good Faith Efforts Packet SDB-5

Good Faith Efforts (GFE) Partial or Full Waiver

- Identified Items of Work Applicant Made Available to SDBs (Part 1)
- Identified SDBs and Record of Solicitations (Part 2)
- SDB Outreach Compliance Statement (Part 3)
- Additional Information Regarding Rejected SDB Quotes (Part 4)
- SDB Subcontractor Unavailability Certificate (Part 5)

SDB GFE Documentation – SDB-5

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	
Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Complete all five parts

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror's responsibility to demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

GFE Waiver – Part 1

Anticipated Items of Work Available to SDBs

Identify those items of contract work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

GFE Waiver – Part 2

Identified SDBs and Record of Solicitations

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the **SDB Utilization Schedule (SDB-2)**.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

GFE Waiver – Part 3

SDB Outreach Compliance Statement

1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:

2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.

3. Offeror made the following attempts to contact the Identified SDBs:

4. Bonding Requirements (Please Check One):

This project does not involve bonding requirements.

Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):

GFE Waiver – Part 4

Additional Information Regarding Rejected SDB Quotes

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote \$	Name of other firms that provided quotes and whether they are SDB	Amount quoted \$	Reason why SDB quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

GFE Waiver – Part 5

SDB Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or
unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

Note to Primes

- Compliance will be closely monitored and enforced

The screenshot shows the 'Supplier Search' page of the Pennsylvania Department of General Services. The page includes a navigation bar with 'Home', 'PA eMarketplace', and 'Search Contracts'. A note explains that searches will include suppliers qualified for Invitation to Qualify (ITQ) contracts and those registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO). The interface features a 'Quick Search' section with a text input for 'Supplier Name or SAP Number', a 'Search' button, and a 'Reset' button. Below this is an 'Advanced Search' section. At the bottom, there is a table with columns for 'Supplier (click on name to display full record)', 'Contact', 'Address', 'SB Exp Date', 'SDB', and 'COSTARS'. The table is currently empty. There are also controls for 'Show 10 entries' and buttons for 'Export to Excel' and 'Reset Search Criteria'.

Home PA eMarketplace Search Contracts

Note: The below searches (Quick Search and Advanced Search) will search suppliers who are qualified for one or more Invitation to Qualify (ITQ) Contracts AND suppliers registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) as a small business or small diverse business. Use the Quick Search to search by Vendor Name or Vendor Number. Use the Advanced Search to search by Small, Small Diverse, ITQ Contracts, COSTARS and UNSPC codes.

Quick Search

Supplier Name or SAP Number Search

Advanced Search

Show 10 entries

Supplier (click on name to display full record)	Contact	Address	SB Exp Date	SDB	COSTARS
---	---------	---------	-------------	-----	---------

<http://www.dgs.internet.state.pa.us/suppliersearch>

Quick Search

Home PA eMarketplace Search Contracts

Note: The below searches (Quick Search and Advanced Search) will search suppliers who are qualified for one or more Invitation to Qualify (ITQ) Contracts AND suppliers registered with the Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) as a small business or small diverse business. Use the Quick Search to search by Vendor Name or Vendor Number. Use the Advanced Search to search by Small, Small Diverse, ITQ Contracts, COSTARS and UNSPC codes.

Quick Search

Supplier Name or SAP Number Search Reset

IMPORTANT: Always click Reset prior to a new search to clear parameters from previous searches

Advanced Search

Show 10 entries Export to Excel Reset Search Criteria

Supplier (click on name to display full record)	Contact	Address	SB Validity Dates	SDB Validity Dates	VBE Validity Dates	COSTARS
21ST CENTURY MEDIA NEWSPAPER LLC	ROBERT BUTKINS sales@nittanyvalley.com					No
22 GROUP, LLC ()	Caroline M. Harper	757 PUBLIC RD	9/23/2019-	9/23/2019-		No

To search or browse ALL Small and Small Diverse Businesses by Name OR 6-digit SAP Number (option also available through Advanced Search)

Advanced Search

Supplier Classifications

- Minority Business Enterprise
- Woman Business Enterprise
- LGBT Business Enterprise
- Disabled-Owned Business Enterprise
- Service-Disabled Veteran Business Enterprise
- Veteran Business Enterprise
- Small Business
- Stocking Supplier
- Non-Stocking Supplier
- Select all Classifications
- Select all Small Diverse Business Classifications

← Select one or more classifications. To pull only SDBs, check "Select all Small Diverse Business Classifications" below. To Include SBs, check "Small Business".

Find only vendors that have all selected classifications
 Find only vendors that have at least one selected classification

UNSPSC Description

Enter a brief code description (e.g. Door)

Type in any part of a UNSPSC code description to find vendors who have selected that UNSPSC code. ex: Landscaping will find vendors who have selected any UNSPSC code that has landscaping anywhere in the description. [Click here to download the entire list in Excel format.](#)

← OR ↓

UNSPSC Codes

- 10000000 - Live Plant and Animal Material and Accessories and Supplies
- 11000000 - Mineral and Textile and Inedible Plant and Animal Materials
- 12000000 - Chemicals including Bio Chemicals and Gas Materials
- 13000000 - Resin and Rosin and Rubber and Foam and Film and Elastomeric Materials
- 14000000 - Paper Materials and Products
- 15000000 - Fuels and Fuel Additives and Lubricants and Anti corrosive Materials
- 20000000 - Mining and Well Drilling Machinery and Accessories
- 21000000 - Farming and Fishing and Forestry and Wildlife Machinery and Accessories
- 22000000 - Building and Construction Machinery and Accessories
- 23000000 - Industrial Manufacturing and Processing Machinery and Accessories
- 24000000 - Material Handling and Conditioning and Storage Machinery and their Accessories and
- 25000000 - Commercial and Military and Private Vehicles and their Accessories and Components
- 26000000 - Power Generation and Distribution Machinery and Accessories

Click arrow to expand Segment for additional codes

Browse and select one or more codes. Don't know the codes you want? Download the entire list in Excel.

See slide 13 to understand the UNSPSC code hierarchy.

Find only vendors that have all selected UNSPSC codes
 Find only vendors that have at least one selected UNSPSC code

Advanced Search

PA Counties

- Clarion County
- Clearfield County
- Clinton County
- Columbia County
- Crawford County
- Cumberland County
- Dauphin County
- Delaware County
- Elk County
- Erie County

Select all Counties

Find only vendors that serve...

Find only vendors that serve...

Supplier Classifications

- Minority Business Enterprise
- Woman Business Enterprise
- LGBT Business Enterprise
- Disabled-Owned Business Enterprise
- Service-Disabled Veteran-Owned Business Enterprise
- Veteran Business Enterprise
- Small Business
- Stocking Supplier
- Non-Stocking Supplier

Use multiple filters to restrict your search results to exactly what and where you need.

UNSPSC Codes

- 30100000 - Structural components and basic shapes
- 30110000 - Concrete and cement and plaster
- 30120000 - Roads and landscape
- 30130000 - Structural building products
- 30140000 - Insulation
- 30150000 - Exterior finishing materials
 - 30151500 - Roofing materials
 - 30151600 - Roofing accessories
 - 30151700 - Rain gutters and accessories
 - 30151800 - Siding and exterior wall materials
 - 30151900 - Finishing materials and products
 - 30152000 - Fencing

Find only vendors that have all selected UNSPSC codes

Find only vendors that have at least one selected UNSPSC code

Search Results

Advanced Search							
Supplier (click on name to display full record)		Contact	Address	SB Validity Dates	SDB Validity Dates	VBE Validity Dates	COSTARS
ADVANCED AUDIO VISUAL SALES INC		JOHN GREENE DIRECTOR OF SALES John.Green@advancedav.com (Phone) 610-719-6194 (Fax) 610-692-8421	208 CARTER DRIVE SUITE 7 WEST CHESTER, PENNSYLVANIA 19382 (Phone) 610-719-6194				No
ADVANCED BUILDING CONTROLS LLC (DBA ADVANCED BUILDING CONTROLS LLC)		Craig Connelly CCONNELLY@ADVANCEDBLDGCNTOLS.COM (Phone) 215-520-9964	PO BOX 303 HOLICONG, PENNSYLVANIA 18928 (Phone) 215-520-9964	2/11/2019-2/28/2021			No
ADVANCED BUILDING PERFORMANCE INC ()		Pei Pei Cavalier PEIPEI@ABPCX.COM (Phone) 301-760-9989	11225 HURDLE HILL DR POTOMAC, MARYLAND 20854 (Phone) 301-760-9989 abpcx.com	12/20/2019-12/20/2021	12/20/2019-12/20/2021		No
ADVANCED CLEANING SOLUTIONS LLC (ADVANCED CLEANING SOLUTIONS LLC)		Nicholas Ward cleanteam@advancedsolutionsPA.com (Phone) 610-597-0012	PO BOX 3223 ALLENTOWN, PENNSYLVANIA 18106	2/27/2018-3/31/2020	2/27/2018-3/31/2020	2/27/2018-3/31/2020	No

Certified Small Businesses

- Advanced Building Controls LLC
- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Small Diverse Businesses

- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Veteran Business Enterprise

- Advanced Cleaning Solutions LLC

Supplier Profile

Name:	ADVANCED CLEANING SOLUTIONS LLC
SAP Number:	511377
Doing Business As:	ADVANCED CLEANING SOLUTIONS LLC
Other Names:	
Keywords:	
Web site:	
SB Validity Dates:	02/27/2018 - 03/31/2020
SDB Validity Dates:	02/27/2018 - 03/31/2020
VBE Validity Dates:	02/27/2018 - 03/31/2020
COSTARS Participant:	No

← SB, SDB & VBE Expiration Dates

Supplier Classifications

- Small Business
- Service-Disabled Veteran Business Enterprise
- Veteran Business Enterprise

← SB, SDB & VBE Classifications

Contact Information

Contacts

Contact Type	Contact Details	Phone
CORPORATE	Email: CLEANTEAM@ADVANCEDSOLUTIONSPA.COM	
SB MAIN	Nicholas Ward Title: Email: cleanteam@advancedsolutionsPA.com	610-597-0012

Search Results

Advanced Search

Show entries

[Export to Excel](#) [Reset Search Criteria](#)

Supplier (click on name to display full record)	Contact	Address	SB Validity Dates	DB Validity Dates	VBE Validity Dates	COSTARS
ADVANCED AUDIO VISUAL SALES INC	JOHN GREENE DIRECTOR OF SALES John.Green@advancedav.com (Phone) 610-719-6194 (Fax) 610-692-8421	208 CARTER DRIVE SUITE 7 WEST CHESTER, PENNSYLVANIA 19382 (Phone) 610-719-6194				No
ADVANCED BUILDING CONTROLS LLC (DBA ADVANCED BUILDING CONTROLS LLC)	Craig Connelly CCONNELLY@ADVANCEDBLDGCNTOLS.COM (Phone) 215-520-9964	PO BOX 303 HOLICONG, PENNSYLVANIA 18928 (Phone) 215-520-9964	2/11/2019-2/28/2021			No
ADVANCED BUILDING PERFORMANCE INC ()	Pei Pei Cavalier PEIPEI@ABPCX.COM (Phone) 301-760-9989	11225 HURDLE HILL DR POTOMAC, MARYLAND 20854 (Phone) 301-760-9989 abpcx.com	12/20/2019-12/20/2021	12/20/2019-12/20/2021		No
ADVANCED CLEANING SOLUTIONS LLC (ADVANCED CLEANING SOLUTIONS LLC)	Nicholas Ward cleanteam@advancedsolutionsPA.com (Phone) 610-597-0012	PO BOX 3223 ALLENTOWN, PENNSYLVANIA 18106	2/27/2018-3/31/2020	2/27/2018-3/31/2020	2/27/2018-3/31/2020	No

Certified Small Businesses

- Advanced Building Controls LLC
- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Small Diverse Businesses

- Advanced Building Performance Inc
- Advanced Cleaning Solutions LLC

Veteran Business Enterprise

- Advanced Cleaning Solutions LLC

Excel Export Results – Supplier Contacts

Excel Export Results includes Vendor ID, Supplier Name, Contact Name, Email, Phone, Fax

	A	B	C	D	E	F	G	H	I	J	K
1	SAP Number	Supplier Name	Contact Name	Name	Title	Email	PhoneAreaCode	PhoneNumber	PhoneEx	FaxAreaCo	FaxNumber
2	104279	CA WEISS SALES LLC	CORPORATE			caweiss@comcast.net					
3	104279	CA WEISS SALES LLC	SB MAIN	KRISTY ZARICHNIAK		kristyz@comcast.net	610	4588864		610	4588875
4	119565	DUFF SUPPLY COMPANY	CORPORATE	ALEX DUFFINE	VP	DFRANK@DUFFCOMPANY.COM	610	2754453	147	610	2796299
5	119565	DUFF SUPPLY COMPANY	REMITTO	BARB COHEN		bcohen@duffco.com	610	2754453	149	610	2756761
6	119565	DUFF SUPPLY COMPANY	SB MAIN	ALEX DUFFINE		aduffine@duffco.com	610	2754453			
7	119565	DUFF SUPPLY COMPANY	SB SECONDARY			info@duffco.com					
8	122594	HOUCK SERVICES INC	CORPORATE			jherrold@houcks.com					
9	122594	HOUCK SERVICES INC	SB MAIN	JARROD HERROLD		jherrold@houcks.com	717	6573302		717	6579805
10	122594	HOUCK SERVICES INC	SB SECONDARY			kgussler@houcks.com					
11	134717	PENN STATE ELECTRIC MECHANICAL	CORPORATE			razmataz33@aol.com					
12	134717	PENN STATE ELECTRIC MECHANICAL	SB MAIN	RAZ SUGARWALA		razmataz33@aol.com	717	2992090		717	2992297
13	134717	PENN STATE ELECTRIC MECHANICAL	SB SECONDARY			ksing6027@yahoo.com					
14	135270	BARBARA J SALES ASSOC INC	CORPORATE			barb@barbarajsles.com					
15	135270	BARBARA J SALES ASSOC INC	SB MAIN	BARBARA SMITH		barb@barbarajsales.com	412	5233398		800	8137122
16	135270	BARBARA J SALES ASSOC INC	SB SECONDARY			willsmith@willjservices.com					
17	137893	IDA YEAGER SALES INC	CORPORATE			idayeagersales@zoominternet.net					
18	137893	IDA YEAGER SALES INC	SB MAIN	IDA LAQUATRAYEAGER		idayeagersales@zoominternet.net	724	4525260		724	4521072
19	144061	CONSTRUCTION TOOL SERVICE INC	CORPORATE			ehuss@constructiontoolservice.com					
20	144061	CONSTRUCTION TOOL SERVICE INC	SB MAIN	BETTY CONNELLY		bconnelly@constructiontoolservice.com	412	6816673		412	6819185
21	144061	CONSTRUCTION TOOL SERVICE INC	SB SECONDARY			bcgoodwork@aol.com					
22	145576	BURKE & MICHAEL INC	CORPORATE			MARYFRANCES@BURKEANDMICHAEL.COM					
23	145576	BURKE & MICHAEL INC	SB MAIN	MARY FRANCES HOGAN		maryfrances@burkeandmichael.com	412	3212301		412	3214582
24	153927	COOPER TRADING INC	CORPORATE			cti@ctipa.com					
25	153927	COOPER TRADING INC	SB MAIN	PETER COOPER		pete@ctipa.com	724	8618830		724	8618832
26	153927	COOPER TRADING INC	SB SECONDARY			debbie@ctipa.com					
27	157009	CONTRACT HARDWARE AND SUPPLY	CORPORATE			cristil@chsupplyinc.com					
28	157009	CONTRACT HARDWARE AND SUPPLY	SB MAIN	BRAD BOTTEICHER		bradb@chsupplyinc.com	814	9412340		814	9412342

Suppliers | Supplier Addresses | **Supplier Contacts** | Counties | Supplier Classifications | ITQs | ITQ Contracts | UNSPSC Codes

REMINDER



**SEPARATE
SDB/VBE
SUBMITTALS!**

Questions?



BDISBO Contact Info

Bureau of Diversity, Inclusion and Small Business Opportunities

North Office Building
401 North Street, Room 611
Harrisburg, PA 17120-0500
717.783.3119

GS-BDISBO@pa.gov

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

1. **SDB Participation Goals.** The Issuing Office and BDISBO have set an SDB Participation Goal for this RFP which is listed on the SDB Participation Summary Sheet. The SDB Participation Goal was calculated based upon the market availability of SDBs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the SDB Participation Goal in full or demonstrate they have made Good Faith Efforts to meet the Goal.

2. **Small Diverse Business (SDB) Participation Submittal Packet (Forms SDB-1, SDB-2, SDB-4, SDB-5).** The SDB Participation Submittal Packet and associated required documentation shall be submitted in accordance with the Instructions for Completing SDB Participation Submittal and shall be submitted electronically in accordance with Group 1.2 Small Diverse Business Participation Questions.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of SDB Status or entitle an Offeror to receive credit towards the SDB participation goal.

3. **Contract Requirements—SDB Participation.**

- A. SDB Participation Documents. All documents completed and submitted by the selected Offeror in connection with its SDB Participation Submittal (including the SDB Participation Submittal and any Good Faith Efforts Documentation to Support Waiver Request of SDB Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
- B. Required contract terms. All contracts containing SDB participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:
 1. The total percentage of the SDB participation commitments made at the time of proposal submittal or contract negotiations, as applicable, becomes a contractual obligation of the selected Offeror upon execution of its contract with the Commonwealth.
 2. **For purposes of monitoring compliance with the selected Offeror's SDB participation commitments, the contract cost is the total spend for competitive order resources over the contract term.**
 3. The selected Offeror cannot alter its overall SDB commitment without written approval from the Issuing Officer and BDISBO.

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

4. The overall percentage SDB commitment must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected Offeror and each SDB utilized as a competitive order resource must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB within 30 calendar days of the date the work to be completed by the SDB commences. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available in Group 1.2 of the RFP Questions.
2. In addition to any requirements in the selected Offeror's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the SDB will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
 - b. The associated estimated dollar value that each SDB will receive;
 - c. Payment terms indicating that the SDB will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
 - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the SDB relative to the nature and level of the SDB's participation in the contract; and
 - e. The requirement that the SDB submit to BDISBO utilization reports.
3. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's SDB Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's SDB Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.
4. If the selected offeror and a SDB utilized as a competitive order resource cannot agree upon a definitive subcontract within 30 calendar days that the work to be performed by the SDB commences, the selected offeror must provide written notification to the issuing Agency and BDISBO.

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

5. The prime contractor must provide a copy of any required subcontract with an SDB to BDISBO or the Agency within ten (10) business days of receiving such a request.

D. Utilization Reports.

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each SDB subcontractor and any unpaid invoices over 30 calendar days old received from an SDB subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to SDB subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.
2. The prime contractor must include in its agreements with its SDB subcontractors a requirement that the SDB subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
 - a. Payments received from the prime contractor within the time frame covered by the report, and
 - b. Invoices for which the subcontractor has not been paid.

E. Noncompliance with SDB commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the SDB commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the contracting Agency.
2. If a contracting Agency determines that material noncompliance with SDB contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor's SB, SDB, and/or Veteran Business Enterprise (VBE) status; a determination that the Offeror's SDB or VBE participation submittal be deemed non-responsible in

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

future procurements; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

SDB-1
INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **SDB Participation Goal:** The SDB participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.

- II. **SDB Eligibility:**
 1. **Finding SDB firms:** Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.

 2. **Only SDBs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the SDB participation goal.** In order to be counted for purposes of achieving the SDB participation goal, the SDB firm must be DGS-verified for the services, materials or supplies that it will be performing. To receive credit toward meeting the SDB participation goal, the SDB subcontractor must be a DGS-verified SDB as of the date the work to be completed by the SDB subcontractor commences. A self-certified Small Business that does not have its SDB verification as of the date the work to be completed by the SDB subcontractor commences cannot be used to satisfy the SDB participation goal.

 3. **SDB Requirements:** To be considered an SDB, a firm must be a **DGS-verified** small minority business enterprise (MBE); woman business enterprise (WBE); LGBT business enterprise (LGBTBE); Disability-owned business enterprise (DOBE); Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE); or otherwise deemed disadvantaged by the Uniform Certification Program.
Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

SDB-1
INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the selected Bidder/Offeror may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet for utilizing that dually-verified firm.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work, unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office. However, an SDB firm verified as both a WBE and MBE may not be double counted toward satisfying the SDB participation goal.

5. Participation by SDB firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an SDB and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An SDB may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an SDB from committing to any other prime contractor.
6. Questions about SDB verification. Questions regarding the SDB program, including questions about the self-certification and verification processes can be directed to:
Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding SDB Prime Self-Performance.

1. An SDB firm participating as the MSP on this contract cannot receive credit towards the SDB Participation goal established for this procurement for its own self-performance.

SDB-1
INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL.

IV. Calculating SDB participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an SDB for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its SDB participation commitments. In addition, the SDB subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.
2. Only SDBs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the SDB participation goal.

V. Document Submittal Errors

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed SDB Participation Submittal (SDB-2);
 - b. Failure to submit a Good Faith Efforts waiver request when not fully meeting the SDB participation goal.
2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address the or clarify the submittal, the bid or proposal may be rejected. Bidders or Offerors are not permitted to make material changes as part of its clarifications or corrections in order to meet the SDB participation goal.

SDB-2
SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the SDB participation goal in full. I agree that _____% of the work will be performed by SDBs.

I am requesting a partial waiver of the SDB participation goal. I agree that _____% of the work will be performed by SDBs.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the remaining portion of the SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for that portion of the SDB participation goal that I do not intend to meet, which is required in order to be considered for award.

I am requesting a full waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

**SDB-3
RESERVED**

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

Bidders/Offerors do not need to return SDB-4 with their SDB Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (SDB-5)** of the SDB Participation Goal.

I. Definitions

SDB participation goal – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the SDB participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified SDBs– all of the SDBs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified SDBs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

SDB – “SDB” refers to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE), LGBT-Owned Business Enterprises (LGBTBE), Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) verified by BDISBO, or otherwise deemed disadvantaged by the Uniform Certification Program.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the SDB

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for SDBs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by SDBs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate SDB participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the SDB participation goal.**

B. Identify SDBs to Solicit

1. Identified SDBs

- (a) Offerors must reasonably identify the SDBs that are available to perform the Identified Items of Work.
- (b) Any SDBs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit SDBs

- 1. Offerors must solicit a reasonable number of identified SDBs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified SDBs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified SDB to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified SDB, and other requirements of the contract to assist Identified SDBs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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2. “All” Identified SDBs includes any SDB Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified SDBs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested SDB cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested SDB.
4. Offerors must follow up on initial written solicitations by contacting Identified SDBs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified SDBs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which SDBs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

D. Negotiate with Interested SDBs

Offerors must negotiate in good faith with interested SDBs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of SDBs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for SDBs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the SDB participation goal.
 3. Additional costs incurred in finding and using SDBs are not sufficient justification for the Offeror's failure to meet the SDB participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an SDB's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the SDB subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the SDB and Non-SDB subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an SDB's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an SDB and one quote from a non-SDB.
 7. The Offeror shall not reject an SDB as unqualified without sound justification based on a thorough investigation of the SDB's capabilities. For each SDB that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the SDB and non-SDB Firms quoting similar work.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an SDB include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
- (b) The SDB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the SDB participation goal.

E. Assisting Interested SDBs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested SDBs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified SDBs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between SDB and non-SDB costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the SDB participation goal. For example, when the apparent successful Offeror fails to meet the SDB participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the SDB participation goal. If the apparent successful Offeror fails to meet the SDB participation goal but meets or exceeds the average SDB participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the SDB participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

A. Items of Work (complete SDB-5, Part 1 – Identified Items of Work Offeror Made Available to SDBs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by SDBs in order to increase the likelihood of achieving the SDB participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with SDBs including:
 - (a) the names, addresses, and telephone numbers of the SDBs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete SDB-5, Part 2 – Identified SDB Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to SDBs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **SDB-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected SDBs (complete SDB-5, Part 4 - Additional Information Regarding Rejected SDB Quotes)

1. For each SDB that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the SDB and non-SDB firms quoting similar work.
2. For each SDB that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all SDB and non-SDB firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable SDBs (complete SDB-5, Part 5 – SDB Subcontractor Unavailability Certificate)

1. **For each SDB that the Offeror contacted but found to be unavailable, submit an SDB Subcontractor Unavailability Certificate** signed by the SDB, an email from the SDB indicating the SDB is unavailable, or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of contract work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 2 – Identified SDBs and Record of Solicitations

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 3 – SDB Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified SDBs:**

- 4. Bonding Requirements (Please Check One):**

_____ This project does not involve bonding requirements.

_____ Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

_____ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

_____ No pre-Bid/Proposal conference or Supplier Forum was held

_____ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

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GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected SDB Quotes

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote \$	Name of other firms that provided quotes and whether they are SDB	Amount quoted \$	Reason why SDB quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 5 – SDB Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

(DGS SDB Certification #) (Telephone #)

3. If the SDB does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed SDB is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

APPENDIX [insert]

MODEL FORM OF SMALL DIVERSE BUSINESS/VETERAN BUSINESS ENTERPRISE SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of _____, 20__, by and between _____, ("Contractor") and _____, a Small Diverse Business or Veteran Business Enterprise ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Commitment") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Veteran Business Enterprise Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Commitment and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Veteran Business Enterprise Commitment expressed in the Letter of Commitment and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, LGBT-owned small business, disability-owned small business, or service-disabled veteran-owned small business.

Veteran Business Enterprise – A Department-verified veteran-owned small business or service-disabled veteran-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is verified as a Small Diverse Business or Veteran Business Enterprise by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime

Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) **Termination.** Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) **Audit Provisions.** The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Veteran Business Enterprise Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. **Order of Precedence.** The Letter of Commitment, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Commitment;
- (c) The Prime Contract; and
- (d) The Procurement.

6. **Further Action.** The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. **Description of Services.** Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM WITH THE CORRESPONDING UNITED NATIONS STANDARD PRODUCTS AND SERVICES CODES (UNSPSC)]

8. Small Diverse Business or Veteran Business Enterprise Commitment. The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Veteran Business Enterprise Commitment must be submitted in writing to the Bureau and the Contracting Officer. The Bureau will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract.

[ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a

different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Monthly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each month. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Veteran Business Enterprise Commitments. If there was no activity during the month, then the form must be completed by stating "No activity in this month." A late fee of \$100.00 per day may be assessed against the Contractor if the Contractor's Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Veteran Business Enterprise Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Veteran Business Enterprise Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Veteran

Business Enterprise Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Veteran Business Enterprise commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Diverse Business and/or Veteran Business Enterprise verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Business and Veteran Business Enterprise contractual obligations may be considered by the Commonwealth when reviewing future bids or proposals for responsiveness and responsibility.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Veteran Business Enterprise Commitments set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Veteran Business Enterprise Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR VETERAN BUSINESS ENTERPRISE'S PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks
Confidentiality/Disclosure of Information

Data Security
Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

1. **VBE Participation Goals.** The Issuing Office and BDISBO have set an VBE Participation Goal for this RFP which is listed on the VBE Participation Summary Sheet. The VBE Participation Goal was calculated based upon the market availability of VBEs for work scopes identified for this solicitation and an assessment of past performance under the prior contract.

This is a significant programmatic change from the SDB and SB Participation program contained in prior RFPs issued by the Commonwealth. Offerors now must agree to meet the VBE Participation Goal in full or demonstrate they have made Good Faith Efforts to meet the Goal.

2. **Veteran Business Enterprise (VBE) Participation Submittal Packet (Forms VBE-1, VBE-2, VBE-4, VBE-5).** The VBE Participation Submittal Packet and associated required documentation shall be submitted in accordance with the Instructions for Completing VBE Participation Submittal and shall be submitted electronically in accordance with Group 1.3 Veteran Business Enterprise Participation Questions.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of VBE Status or entitle an Offeror to receive credit towards the VBE participation goal.

3. **Contract Requirements—VBE Participation.**

- A. VBE Participation Documents. All documents completed and submitted by the selected Offeror in connection with its VBE Participation Submittal (including the VBE Participation Submittal and any Good Faith Efforts Documentation to Support Waiver Request of VBE Participation Goal) shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto.
- B. Required contract terms. All contracts containing VBE participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:
 1. The total percentage of the VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, becomes a contractual obligation of the selected Offeror upon execution of its contract with the Commonwealth.
 2. For purposes of monitoring compliance with the selected Offeror's VBE participation commitments, **the contract cost is the total spend for competitive order resources over the contract term.**
 3. The selected Offeror cannot alter its overall VBE commitment without written approval from the Issuing Officer and BDISBO.

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

4. The overall percentage VBE commitment and individual VBE commitments must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected Offeror and each VBE utilized as a competitive order resource must enter into a final, definitive subcontract agreement signed by the selected offeror and the VBE within 30 calendar days of the date the work to be completed by the VBE commences. A Model Form of Small Diverse Business/Veteran Business Enterprise Subcontractor Agreement which may be used to satisfy this requirement – is available in Group 1.2 of the RFP Questions.
2. In addition to any requirements in the selected Offeror's contract documents, the subcontract must contain:
 - a. The specific work, supplies or services the VBE will perform; location for work performed; how the work, supplies or services relate to the contract; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed;
 - b. The associated estimated dollar value that the VBE will receive;
 - c. Payment terms indicating that the VBE will be paid for work satisfactorily completed within 14 calendar days of the selected offeror's receipt of payment from the Commonwealth for such work. Subcontractors are encouraged to utilize electronic payment methods;
 - d. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected offeror's contract with the Commonwealth and that do not place disproportionate risk on the VBE relative to the nature and level of the VBE's participation in the contract; and
 - e. The requirement that the VBE submit to BDISBO utilization reports.
3. To the extent that any subcontract terms conflict with the requirements of paragraph (2) or information contained within the selected offeror's VBE Participation Submittal and associated documents, the order of precedence is as follows: 1) the requirements of paragraph 2, 2) the selected offeror's VBE Participation Submittal and associated documents; and 3) the terms of the subcontract agreement.
4. If the selected offeror and a VBE utilized as a competitive order resource cannot agree upon a definitive subcontract within 30 calendar days that the work to be performed by the VBE commences, the selected offeror must provide written notification to the issuing Agency and BDISBO.

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

5. The prime contractor must provide a copy of any required subcontract with an VBE to BDISBO or the Agency within ten (10) business days of receiving such a request.

D. Utilization Reports.

1. The prime contractor must submit a Monthly Utilization Report to BDISBO and the contracting officer of the Issuing Office in the format required by BDISBO and within ten (10) business days at the end of each month of the contract term and any subsequent options or renewals. The Monthly Utilization Report must list payments made to each VBE subcontractor and any unpaid invoices over 30 calendar days old received from an VBE subcontractor, and the reason payment has not been made. This information will be used to track and confirm the actual dollar amount paid to VBE subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment(s). If there was no activity, the form must be completed by stating "No activity". A late fee of \$100.00 per day may be assessed against the prime contractor if the Utilization Report is not submitted in accordance with the schedule above.
2. The prime contractor must include in its agreements with its VBE subcontractors a requirement that the VBE subcontractors submit to BDISBO, within the time frame set forth within the solicitation document, a report identifying the prime contract, and listing:
 - a. Payments received from the prime contractor within the time frame covered by the report, and
 - b. Invoices for which the subcontractor has not been paid.

E. Noncompliance with VBE commitments.

1. Upon BDISBO notifying the contracting Agency that a prime contractor did not comply with the VBE commitments, the contracting Agency shall notify the prime contractor in writing of its findings and shall specify what corrective actions are required. The prime contractor is required to initiate the corrective actions within 10 business days and complete them within the time specified by the contracting Agency.
2. If a contracting Agency determines that material noncompliance with VBE contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor's SB, Small Diverse Business (SDB), and/or VBE status; a determination that the Offeror's SDB or VBE participation submittal be deemed non-responsible in

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

future procurements; and/or any actions under the Commonwealth's Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS ENTERPRISE
(VBE) PARTICIPATION SUBMITTAL.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return VBE-1 with their VBE Participation Submittal

The following instructions include details for completing the VBE Participation Submittal (VBE-2) which Bidders or Offerors must submit in order to be considered responsive.

A Bidder/Offeror's failure to meet the VBE participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **VBE Participation Goal:** The VBE participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the VBE classifications to meet the VBE participation goal.

- II. **VBE Eligibility:**
 1. **Finding VBE firms:** Offerors can access the directory of **DGS-verified** VBE firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.

 2. **Only VBEs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the VBE participation goal.** In order to be counted for purposes of achieving the VBE participation goal, the VBE firm must be DGS-verified for the services, materials or supplies that it will be performing. To receive credit toward meeting the VBE participation goal, the VBE subcontractor must be a DGS-verified VBE as of the date the work to be completed by the VBE subcontractor commences. A self-certified Small Business that does not have its VBE verification as of the date the work to be completed by the VBE subcontractor commences cannot be used to satisfy the VBE participation goal.

 3. **VBE Requirements:** To be considered an VBE, a firm must be a **DGS-verified** Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise.
Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS
ENTERPRISE (VBE) PARTICIPATION SUBMITTAL.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the selected Bidder/Offeror may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet for utilizing that dually-verified firm.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work, unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.

5. Participation by VBE firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as a VBE and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An VBE may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an VBE from committing to any other prime contractor.
6. Questions about VBE verification. Questions regarding the VBE program, including questions about the self-certification and verification processes can be directed to:
Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding VBE Prime Self-Performance.

1. A VBE firm participating as the MSP on this contract cannot receive credit towards the VBE participation goal established for this procurement for its own self-performance.

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS
ENTERPRISE (VBE) PARTICIPATION SUBMITTAL.

IV. Calculating VBE participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to a VBE for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its VBE participation commitments. In addition, the VBE subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.
2. Only VBEs verified by DGS that are providing IT services procured as competitive order resources and as defined herein may be counted for purposes of achieving the VBE participation goal.

VBE-1
INSTRUCTIONS FOR COMPLETING THE VETERAN BUSINESS
ENTERPRISE (VBE) PARTICIPATION SUBMITTAL.

VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed **VBE Participation Submittal (VBE-2)**;
 - b. Failure to submit a Good Faith Efforts waiver request when not fully meeting the VBE participation goal.

2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address the or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to make material changes as part of its clarifications or corrections in order to meet the VBE participation goal.**

VBE-2
VBE PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the VBE participation goal in full. I agree that _____% of the work will be performed by VBEs.

I am requesting a partial waiver of the VBE participation goal. I agree that _____% of the work will be performed by VBEs.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the remaining portion of the VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for that portion of the VBE participation goal that I do not intend to meet, which is required in order to be considered for award.

I am requesting a full waiver of the VBE participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

**VBE-3
RESERVED**

VBE-4

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

Bidders/Offerors do not need to return VBE-4 with their VBE Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the VBE participation goal and document its commitments for participation of VBE firms, or (2) when it does not meet the VBE participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (VBE-5)** of the VBE Participation Goal.

I. Definitions

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the VBE participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient VBE participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the VBE participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified VBEs– all of the VBEs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified VBEs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

VBE – “VBE” refers to Veteran-Owned Small Business Enterprises or Service-Disabled Veteran-Owned Small Business Enterprise verified by BDISBO.

VBE participation goal – “VBE participation goal” refers to the VBE participation goal set for a procurement for Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the VBE

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for VBEs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by VBEs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate VBE participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the VBE participation goal.**

B. Identify VBEs to Solicit

1. Identified VBEs

- (a) Offerors must reasonably identify the VBEs that are available to perform the Identified Items of Work.
- (b) Any VBEs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit VBEs

- 1. Offerors must solicit a reasonable number of identified VBEs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified VBEs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified VBE to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified VBE, and other requirements of the contract to assist Identified VBEs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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2. “All” Identified VBEs includes any VBE Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified VBEs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested VBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested VBE.
4. Offerors must follow up on initial written solicitations by contacting Identified VBEs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified VBEs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which VBEs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two veteran-focused entities or media, including trade associations, veteran community organizations, veteran contractors' groups, and local, state, and federal veteran business assistance offices.

D. Negotiate with Interested VBEs

Offerors must negotiate in good faith with interested VBEs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of VBEs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for VBEs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the VBE participation goal.
3. Additional costs incurred in finding and using VBEs are not sufficient justification for the Offeror's failure to meet the VBE participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an VBE's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the VBE subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the VBE and Non-VBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an VBE's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an VBE and one quote from a non-VBE.
7. The Offeror shall not reject an VBE as unqualified without sound justification based on a thorough investigation of the VBE's capabilities. For each VBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the VBE and non-VBE Firms quoting similar work.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an VBE include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
- (b) The VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the VBE participation goal.

E. Assisting Interested VBEs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested VBEs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified VBEs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between VBE and non-VBE costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the VBE participation goal. For example, when the apparent successful Offeror fails to meet the VBE participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the VBE participation goal. If the apparent successful Offeror fails to meet the VBE participation goal but meets or exceeds the average VBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the VBE participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE
VETERAN BUSINESS ENTERPRISE (VBE) PARTICIPATION GOAL**

A. Items of Work (complete VBE-5, Part 1 – Identified Items of Work Offeror Made Available to VBEs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by VBEs in order to increase the likelihood of achieving the VBE participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with VBEs including:
 - (a) the names, addresses, and telephone numbers of the VBEs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete VBE-5, Part 2 – Identified VBE Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and
 - (b) a description of the information provided to VBEs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **VBE-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected VBEs (complete VBE-5, Part 4 - Additional Information Regarding Rejected VBE Quotes)

1. For each VBE that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the VBE and non-VBE firms quoting similar work.
2. For each VBE that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all VBE and non-VBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable VBEs (complete VBE-5, Part 5 – VBE Subcontractor Unavailability Certificate)

1. **For each VBE that the Offeror contacted but found to be unavailable, submit an VBE Subcontractor Unavailability Certificate** signed by the VBE, an email from the VBE indicating the VBE is unavailable, or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

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E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to VBEs

Identify those items of contract work that the Offeror made available to VBEs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the VBE participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the VBE participation goal was made available to VBEs, and the total percentage of the items of work identified for VBE participation met or exceeded the VBE participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to VBE Firms? If not, explain why.
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no
	yes no	yes no	yes no

Attach additional sheets if necessary.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 2 – Identified VBEs and Record of Solicitations

Identify the VBEs solicited to provide quotes for the Identified Items of Work made available for VBE participation. Include the name of the VBE solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the VBE provided a quote, and whether the VBE is being used toward meeting the VBE participation goal.

Note: Copies of all written solicitations and documentation of follow-up calls to VBEs must be attached to this form. For each Identified VBE listed below, Offeror should submit an VBE Subcontractor Unavailability Certificate signed by the VBE or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

Name of Identified VBE and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
VBE Name: ___ VBE ___ SDVBE		Date: ___ mail ___ email ___ fax	Date: ___ mail ___ email ___ fax	Date and Time of Call: Spoke with: Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing
VBE Name: ___ VBE ___ SDVBE		Date: ___ mail ___ email ___ fax	Date: ___ mail ___ email ___ fax	Date and Time of Call: Spoke with: Left Message:	___ yes ___ no	___ yes ___ no	___ Used other VBE ___ Used non-VBE ___ Self performing

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 3 – VBE Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified VBEs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified VBEs:**

- 4. Bonding Requirements (Please Check One):**

_____ This project does not involve bonding requirements.

_____ Offeror assisted Identified VBEs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

_____ Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

_____ No pre-Bid/Proposal conference or Supplier Forum was held

_____ Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

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GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected VBE Quotes

This form must be completed if Part 2 indicates that an VBE quote was rejected because the Offeror is using a non-VBE or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-VBE, and if applicable, state the name of the non-VBE firm. Also include the names of all VBEs and non-VBE firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by VBEs (include specific section from bid or proposal)	Self-performing or using non-VBE (provide name of non-VBE if applicable)	Amount of non-VBE quote \$	Name of other firms that provided quotes and whether they are VBE	Amount quoted \$	Reason why VBE quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 5 – VBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of VBE)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____(VBE), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of VBE's Representative) (Title) (Date)

(DGS VBE Certification #) (Telephone #)

3. If the VBE does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed VBE is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

APPENDIX [insert]

MODEL FORM OF SMALL DIVERSE BUSINESS/VETERAN BUSINESS ENTERPRISE SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of _____, 20__, by and between _____, ("Contractor") and _____, a Small Diverse Business or Veteran Business Enterprise ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Commitment") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Veteran Business Enterprise Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Commitment and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Veteran Business Enterprise Commitment expressed in the Letter of Commitment and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, LGBT-owned small business, disability-owned small business, or service-disabled veteran-owned small business.

Veteran Business Enterprise – A Department-verified veteran-owned small business or service-disabled veteran-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is verified as a Small Diverse Business or Veteran Business Enterprise by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime

Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) **Termination.** Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) **Audit Provisions.** The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Veteran Business Enterprise Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. **Order of Precedence.** The Letter of Commitment, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Commitment;
- (c) The Prime Contract; and
- (d) The Procurement.

6. **Further Action.** The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. **Description of Services.** Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM WITH THE CORRESPONDING UNITED NATIONS STANDARD PRODUCTS AND SERVICES CODES (UNSPSC)]

8. Small Diverse Business or Veteran Business Enterprise Commitment. The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Veteran Business Enterprise Commitment must be submitted in writing to the Bureau and the Contracting Officer. The Bureau will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract.

[ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a

different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Monthly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each month. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Veteran Business Enterprise Commitments. If there was no activity during the month, then the form must be completed by stating "No activity in this month." A late fee of \$100.00 per day may be assessed against the Contractor if the Contractor's Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Veteran Business Enterprise Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Veteran Business Enterprise Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Veteran

Business Enterprise Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Veteran Business Enterprise commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Diverse Business and/or Veteran Business Enterprise verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Business and Veteran Business Enterprise contractual obligations may be considered by the Commonwealth when reviewing future bids or proposals for responsiveness and responsibility.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Veteran Business Enterprise Commitments set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Veteran Business Enterprise Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR VETERAN BUSINESS ENTERPRISE'S PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks
Confidentiality/Disclosure of Information

Data Security
Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26).*)

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: _____

TITLE: _____ DATE: _____

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

Participating Addendum with an External Procurement Activity

Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

1. *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
2. *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
3. *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
4. *Purchasing agency:* The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

B. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

C. **Additional Terms.**

1. A participating addendum may include additional terms that are required by the law governing the external procurement activity.
2. A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
3. The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.

4. If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

D. Prices.

1. **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - a) State and local taxes;
 - b) Unemployment and workers compensation fees;
 - c) E-commerce transaction fees; and
 - d) Costs associated with additional terms, established pursuant to this **Part I, Section I-32**.
2. The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

E. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

F. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A.** All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B.** The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C.** The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the RFP.
- D.** The Offeror has not attempted, nor will it attempt, 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 Offeror makes its proposal 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 Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** 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 the Offeror has disclosed in its proposal.
- G.** To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror 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 Offeror that is owed to the Commonwealth.
- H.** The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I.** The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J.** Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K.** Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
- L.** The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

Q&A Board

Subject = Appendix E- Subcontractor List

Public Thread

Q: Can Commonwealth clarify if we are required to submit "Appendix E- Subcontractor List" with each subcontractor contact information that will be used if awarded the contract, with our bid response.

Question added by: Anonymous

1/21/2021 12:54 PM EST

A: Yes, please submit Appendix E – Subcontractor List as part of your proposal.

Answered by: Amy Layman

1/25/2021 9:02 AM EST

Subject = Appendix F

Public Thread

Q: In regard to "Appendix F - #6", Commonwealth will not be able to view/review the hosted system's data center locations as it will be hosted by a third party (Microsoft), can Commonwealth please provide clarity on the expectations around this requirement given the third party, cloud-based solution we are proposing.

Question added by: Anonymous

1/21/2021 12:42 PM EST

A: Please see Appendix G – Cloud Service Requirements

Answered by: Amy Layman

1/25/2021 9:02 AM EST

Subject = Invoices

Public Thread

Q: Technical Submittal I-5 H. Will the Commonwealth be requiring that the selected Offeror's VMS have SAP integration capabilities?

Question added by: Anonymous

1/21/2021 12:30 PM EST

A: No, the Commonwealth is not requiring SAP integration, however, the supplier will need to be registered in SAP with accurate information in order to receive payment.

Answered by: Amy Layman

1/25/2021 9:03 AM EST

Subject = Network of Subcontractors/ Payment Terms

Public Thread

Q: Technical Submittal I-5 B. 2. F./ Terms & Conditions Section 20 Under the Terms & Conditions, it states that the Commonwealth will make reasonable effort to pay invoices within 30 days. In the Technical Submittal, it states that the selected Offeror must timely pay its subcontractors, within forty-five (45) days of receipt of proper invoices from the subcontractors. Is the expectation of the Commonwealth that the selected Offeror is to pay subcontractor invoices regardless of receipt of payment from the Commonwealth for services rendered?

Question added by: Anonymous

1/21/2021 12:30 PM EST

A: The Commonwealth will attempt to make payment to selected Offeror within a reasonable period of time from when a correct invoice is received. Section I-5. B. 2. f has been amended to remove the 45 day payment criteria.

Answered by: Amy Layman

1/29/2021 12:28 PM EST

Subject = Scope of Work

Public Thread

Q: Is the resulting contract to be used exclusively for hourly contracts or will deliverables-based or Statement of Work contracts also be used?

Question added by: Anonymous

1/21/2021 12:27 PM EST

A: This contract is intended for hourly resources only.

Answered by: Amy Layman

1/25/2021 9:05 AM EST

Subject = Response

Public Thread

Q: Under D. Subcontractors in the RFP, a copy of certifications is requested for each subcontractor. We assume these are specific to the subcontractor's firm and not individual resources. Please confirm, and if so, would providing the certification number or certification description be adequate? Since in response to the question and answers, the Commonwealth has indicated this list should include our entire subcontractor network, and our network covers a significant number of firms, providing certification certificates for each will result in significant review time for the Commonwealth.

Question added by: Anonymous

1/21/2021 10:17 AM EST

A: The Certification are specific to the Subcontracts firm and not the Individual resources. Certification number or certification description are adequate

Answered by: Amy Layman

1/25/2021 9:05 AM EST

Subject = Financial Capability

Public Thread

Q: How many years of financial statements do we need to submit to demonstrate our financial capability?

Question added by: Anonymous

1/21/2021 4:26 AM EST

A: The Offeror should provide the financial background that they deem to detail their capability. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability this can be multiple years depending on information needed.

Answered by: Amy Layman

1/25/2021 9:06 AM EST

Subject = SDB/VBE Participation

Public Thread

Q: Do the 64% SDB and 6% of VBE participation apply to only DGS-verified/certified SDBs and VBEs?

Question added by: Anonymous

1/21/2021 4:23 AM EST

A: Only SDBs/VBEs verified by DGS that are providing IT services procured as competitive order resources and as defined in the solicitation may be counted for purposes of achieving the SDB/VBE participation goals. Please review updated SDB-1 "Instructions for completing the Small Diverse Business (SDB) Participation Submittal" AND VBE-1 "Instructions for completing the Veteran Business Enterprise Participation Submittal, Item II. 2.

Answered by: Amy Layman

1/25/2021 9:07 AM EST

Subject = Vendor Management System (VMS)

Public Thread

Q: How many Commonwealth employees would need access to the web-based VMS?

Question added by: Anonymous

1/21/2021 4:21 AM EST

A: This will be determined during the implantation stage

Answered by: Amy Layman

1/25/2021 9:07 AM EST

Subject = Subcontractors

Public Thread

Q: Is there a lower and/or upper limit to the number of subcontractors that can be maintained as part of the VMS?

Question added by: Anonymous

1/21/2021 4:20 AM EST

A: There is no limit.

Answered by: Amy Layman

1/25/2021 9:08 AM EST

Subject = Subcontractors

Public Thread

Q: Do we have to propose the final list of subcontractors to be used under this contract with our response? Can we add new subcontractors (upon Commonwealth's approval) after contract award?

Question added by: Anonymous

1/21/2021 4:20 AM EST

A: As Listed in the Technical Submittal under D. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and veteran business enterprise small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. Offeror shall use Appendix E – Subcontractor List to identify each subcontractor in its subcontracting plan. Additional Subcontractors can be added to the network during the duration of the contract.

Answered by: Amy Layman

1/25/2021 9:08 AM EST

Subject = Prior Experience

Public Thread

Q: Under Project References, is it mandatory to have all the three references as MSP references? Can we give one MSP reference and the other two as simple staff augmentation contracts?

Question added by: Anonymous

1/21/2021 4:19 AM EST

A: As stated in Appendix C - Project References, Offerors must submit a summary of at least three (3) staff augmentation contracts where the Offeror was the prime contractor acting as a Managed Service Provider.

Answered by: Amy Layman

1/25/2021 9:09 AM EST

Subject = Company Overview

Public Thread

Q: Is having an MSP experience within last 5 years a mandatory qualification to respond to this RFP?

Question added by: Anonymous

1/21/2021 4:18 AM EST

A: Yes, the MSP experience in section I-2. A. Company Overview is mandatory. The Offeror shall describe how it meets the experience stated in this section.

Answered by: Amy Layman

1/25/2021 12:32 PM EST

Subject = Subcontractors

Public Thread

Q: Do all subcontractors, including any third party VMS, need to be approved in COSTARS?

Question added by: Anonymous

1/20/2021 10:06 PM EST

A: No, they do not.

Answered by: Amy Layman

1/25/2021 9:10 AM EST

Subject = Subcontractors

Public Thread

Q: Do all subcontractors, including any third party VMS, need to be registered to do business with the Commonwealth?

Question added by: Anonymous

1/20/2021 10:05 PM EST

A: Only the selected Offeror must be registered to be awarded a contract. Subcontractors must be registered with the BDISBO office in order to receive credit as SDB or VBE.

Answered by: Amy Layman

1/25/2021 9:10 AM EST

Subject = VMS

Public Thread

Q: Will the MSP be required to hold the contract with our proposed third party VMS provider?

Question added by: Anonymous

1/20/2021 10:04 PM EST

A: Yes, the Commonwealth is requesting the MSP to provide a full VMS solution at no additional cost to the Commonwealth

Answered by: Amy Layman

1/25/2021 9:11 AM EST

Subject = VMS

Public Thread

Q: If the MSP is engaging a third party VMS, is the VMS provider required to be a subcontractor of the MSP?

Question added by: Anonymous

1/20/2021 10:04 PM EST

A: The Commonwealth is requesting the MSP to provide a VMS. The Offerors must meet the requirement of the VMS as stated in the RFP.

Answered by: Amy Layman

1/25/2021 9:12 AM EST

Subject = VMS

Public Thread

Q: Are hiring managers using the VMS technology directly, or is the MSP managing all requests in the technology?

Question added by: Anonymous

1/20/2021 10:03 PM EST

A: Hiring Managers shall have access to the VMS through log-in credential provided by the selected Offeror.

Answered by: Amy Layman

1/25/2021 9:12 AM EST

Subject = VMS

Public Thread

Q: Is it possible that the Commonwealth will KEEP the existing VMS in place and ONLY award an MSP?

Question added by: Anonymous

1/20/2021 10:03 PM EST

A: The selected Offeror must provide and administer a VMS throughout the term of the contract and as further defined in this section. The VMS must be hosted by the selected Offeror and adhere to the following Commonwealth requirements as listed in the Technical Submittal

Answered by: Amy Layman

1/25/2021 9:13 AM EST

Subject = VMS

Public Thread

Q: Is the VMS technology in place today proprietary to the incumbent MSP or did the VMS exist before the incumbent? If the VMS was in place beforehand, when was it implemented?

Question added by: Anonymous 1/20/2021 10:02 PM EST

A: The current VMS was implemented during the current contract by the current contractor

Answered by: Amy Layman 1/25/2021 9:14 AM EST

Subject = Incumbent MSP **Public Thread**

Q: Will the incumbent MSP continue to provide services if there is a change in award to another provider?

Question added by: Anonymous 1/20/2021 10:01 PM EST

A: The current MSP will provide resources until transition to the new contract is complete.

Answered by: Amy Layman 1/25/2021 9:14 AM EST

Subject = On-site support **Public Thread**

Q: Will any or all applicable MSP resources that are identified to manage the Commonwealth program have office space on premise in any particular agency (ies) location? If yes, where?

Question added by: Anonymous 1/20/2021 9:59 PM EST

A: Necessary office space will be provided as needed. Not all contracted work will require office space.

Answered by: Amy Layman 1/25/2021 9:15 AM EST

Subject = Subcontractors **Public Thread**

Q: Is there a need or desire to ADD any subcontractors? If yes, are there any identifiable deficiencies that you can identify where adding subcontractors would be ideal?

Question added by: Anonymous 1/20/2021 9:58 PM EST

A: The MSP should propose a subcontract network that meets the requirements of the RFP.

Answered by: Amy Layman 1/25/2021 9:15 AM EST

Subject = Subcontractors **Public Thread**

Q: Does the Commonwealth expect that all suppliers be contracted or is it the desire of the Commonwealth to eliminate any subcontractors? If yes, what is the anticipated goal surrounding the subcontractor population or is this up to the discretion of the MSP?

Question added by: Anonymous 1/20/2021 9:57 PM EST

A: All resources provided to the Commonwealth must be provided by the selected Offeror through their network of subcontractors. No resources provided to the Commonwealth through the requisition process may be employed directly by the selected Offeror.

Answered by: Amy Layman 1/25/2021 9:16 AM EST

Subject = Subcontractors **Public Thread**

Q: What is the desired outcome should the Commonwealth make a change with respect to contracting the existing subcontractors in the program?

Question added by: Anonymous 1/20/2021 9:57 PM EST

A: The Commonwealth will work the Selected Offeror and the current contractor to determine how to handle existing resources. As a requirement of the RFP the MSP must subcontract to fill all positions.

Answered by: Amy Layman 1/25/2021 9:17 AM EST

Subject = Purchase Orders **Public Thread**

Q: For purchases less than \$10,000 where a PCard is allowable, will the Commonwealth absorb all fees associated with the use of a PCard transaction?

Question added by: Anonymous 1/20/2021 9:55 PM EST

A: No, the Commonwealth will not absorb any fees associated with a PCard.

Answered by: Amy Layman 1/25/2021 9:17 AM EST

Subject = Exception to the Competitive Order Process **Public Thread**

Q: Can the single provider for "specific (direct) resource requests" be an affiliate company of the MSP?

Question added by: Anonymous 1/20/2021 9:53 PM EST

A: The MSP and subcontractors must be separate legal entities

Answered by: Amy Layman 1/25/2021 9:18 AM EST

Subject = Exception to the Competitive Order Process	Public Thread	
<p>Q: Under the Exception to the Competitive Order Process. Is the Commonwealth willing to consider a solution where the MSP dedicates all “specific (direct) resource requests” to be funneled to a single provider (i.e. Employer of record provider) of the MSP’s choice? To clarify, we understand that existing resources will not be transitioned as a result of this effort and our question is asking for a go-forward strategy.</p>	Question added by: Anonymous	1/20/2021 9:52 PM EST
<p>A: No, specific (direct) resources are determined by the Commonwealth Agency not by the MSP.</p>	Answered by: Amy Layman	1/25/2021 9:18 AM EST
Subject = Conversion data	Public Thread	
<p>Q: Can you share any data around how often contract talent is hired and converted to full time roles and at what point in the contractor assignment they are converted?</p>	Question added by: Anonymous	1/20/2021 9:51 PM EST
<p>A: This contract is for IT Staffing and not intended to result in a permanent position.</p>	Answered by: Amy Layman	1/25/2021 9:19 AM EST
Subject = Timeline	Public Thread	
<p>Q: What is the estimated go-live timeframe if there is a new MSP (prime) awarded?</p>	Question added by: Anonymous	1/20/2021 9:50 PM EST
<p>A: The go-live date will be determined after the vendor has been selected and all foreseeable planning has been accomplished.</p>	Answered by: Amy Layman	1/25/2021 9:19 AM EST
Subject = Integrations	Public Thread	
<p>Q: Will the VMS be required to integrate with any new or existing systems? If so, please provide details.</p>	Question added by: Anonymous	1/20/2021 6:32 PM EST
<p>A: There is no requirement in the RFP regarding VMS integration</p>	Answered by: Amy Layman	1/25/2021 9:20 AM EST
Subject = Integrations	Public Thread	
<p>Q: What integrations are currently in place between the existing VMS and Commonwealth systems?</p>	Question added by: Anonymous	1/20/2021 6:29 PM EST
<p>A: There are currently none in place.</p>	Answered by: Amy Layman	1/25/2021 9:20 AM EST
Subject = VMS	Public Thread	
<p>Q: Does the 90 day implementation timeframe include integrations?</p>	Question added by: Anonymous	1/20/2021 6:07 PM EST
<p>A: VMS does not currently integrate with the Commonwealth Systems.</p>	Answered by: Amy Layman	1/25/2021 9:21 AM EST
Subject = Response	Public Thread	
<p>Q: For question 2.1.7, please clarify how we should respond to this document. It does not specify if a signature is required or how we should provide a response that we acknowledge the requirement. Are we required to upload the form with a signature or acknowledgement appended to the form?</p>	Question added by: Anonymous	1/20/2021 4:53 PM EST
<p>A: If the Offeror is willing to participate in External Procurement opportunities, they must download the file attached to Question 2.1.7., then upload back into the same location as confirmation. If they do not wish to participate in External Procurement opportunities, they should not upload anything in response to Question 2.1.7.</p>	Answered by: Amy Layman	1/25/2021 12:31 PM EST
Subject = Letter of Commitment	Public Thread	

Q: Is a signed Letter of Commitment required to be submitted for every SDB/VBE subcontractor listed in the bid, including their percentage of commitment and associated dollar value?

Question added by: Anonymous

1/20/2021 2:57 PM EST

A: No. Letters of Commitment are not required to be submitted as part of the updated SDB and VBE Participation Submittals for this procurement. In addition, offerors are not required to list their SDB or VBE subcontractors, or percentages of commitment and associated dollar value, as part of their SDB and VBE Participation Submittals for this procurement. Commitments made by the selected offeror to utilize SDB and VBE subcontractors will be tracked through the submittal of Monthly Utilization Forms – see, Small Diverse Business Participation Information, Question 1.2.1, Paragraph 3.D and Veteran Business Enterprise Participation Information, Question 1.3.1, Paragraph 3.D. Please review updated SDB-1 “Instructions for completing the Small Diverse Business (SDB) Participation Submittal” AND VBE-1 “Instructions for completing the Veteran Business Enterprise Participation Submittal.

Answered by: Amy Layman

1/25/2021 9:22 AM EST

Subject = Payment Terms

Public Thread

Q: The model SDB subcontractor agreement references payment terms to subcontractors of 14 days post MSP’s receipt of payment from the Commonwealth, but the RFP documents reference a 45 day payment term from Prime to Subcontractor. Does the Commonwealth require 45 day terms or are payment terms to subcontractors that are contingent on the MSPs receipt of payment from the Commonwealth acceptable?

Question added by: Anonymous

1/20/2021 2:56 PM EST

A: Section I-5. B. 2. f has been amended to remove the 45 day payment criteria.

Answered by: Amy Layman

1/29/2021 12:26 PM EST

Subject = SDB & VBE Participation

Public Thread

Q: Is there a financial penalty if the MSP fails to hit the SDB/VBE participation percentage?

Question added by: Anonymous

1/20/2021 2:56 PM EST

A: Please review updated Small Diverse Business Participation Information – It Staffing 1.14.2021 (as found in Jaggaer in RFP Questions, Group 1.2.1 and Group 1.3.1), Section E. “Noncompliance with SDB commitments” #23. “If a contracting Agency determines that material noncompliance with SDB contract provisions exists and that the prime contractor refuses or fails to take the corrective action required by the contracting Agency, the contracting Agency, in consultation with BDISBO, may impose any and all sanctions and remedies available under the contract as it deems appropriate. Such sanctions or remedies include, but are not limited to, withholding of payments; termination of the contract along with consequential damages; revocation of the prime contractor’s SB, SDB, and/or Veteran Business Enterprise (VBE) status; a determination that the Offeror’s SDB or VBE participation submittal be deemed non-responsible in future procurements; and/or any actions under the Commonwealth’s Contractor Responsibility Program, up to and including suspension or debarment from future contracting opportunities with the Commonwealth.”

Answered by: Amy Layman

1/25/2021 9:23 AM EST

Subject = SDB & VBE

Public Thread

Q: What is the current SDB & VBE participation percentage?

Question added by: Anonymous

1/20/2021 2:55 PM EST

A: The current contractor has committed to a 95% SDB Utilization Rate

Answered by: Amy Layman

1/25/2021 9:24 AM EST

Subject = Metric

Public Thread

Q: How is candidate quality currently measured? Question added by: Anonymous 1/20/2021 2:54 PM EST
A: Quality is dependent on how the candidate matches the agency's needs and specifications. Answered by: Amy Layman 1/25/2021 9:25 AM EST

Subject = Contractual Hours **Public Thread**

Q: In the Appendix J- Tab Area 4 - Do the actual contract hours in the cost submittal file represent the actual hours billed in the current program for the last year? Question added by: Anonymous 1/20/2021 2:54 PM EST
A: The numbers are a reasonable estimate based on the current contract usage. Answered by: Amy Layman 1/25/2021 9:25 AM EST

Subject = Cost **Public Thread**

Q: In the Appendix J- Tab Area 1 - Multiple positions are listed with zero hours. If we enter rates for those positions our spend comes out to be \$0. Could you please confirm if this was intended to be \$0 spend in these cases? Question added by: Anonymous 1/20/2021 2:54 PM EST
A: Rates must be provided for all highlighted cells of the cost submittal. Currently the Commonwealth does not have IT Staff resources utilized in those areas or skill positions, but they may have a need for those resources in the future. Answered by: Amy Layman 1/25/2021 9:26 AM EST

Subject = SLA **Public Thread**

Q: In Appendix I- Is the current provider able to achieve all the SLA's listed? Question added by: Anonymous 1/20/2021 2:53 PM EST
A: The current provider is meeting all of the contractual requirements Answered by: Amy Layman 1/25/2021 9:27 AM EST

Subject = SLA **Public Thread**

Q: In Appendix I - How is a round of resumes defined for the purpose of the SLAs? Question added by: Anonymous 1/20/2021 2:53 PM EST
A: A group of resumes (minimum of three (3) per request, but no more than five (5) for the agency to review Answered by: Amy Layman 1/25/2021 9:27 AM EST

Subject = Response **Public Thread**

Q: Please clarify bulleted requirements for Training Activities and Technical Staff Training under I.4.I Turnover. Based on the bulleted items it suggests the Commonwealth is envisioning managing the program itself at the end of the new program, not transfer to a new vendor. Many of these tasks would be the responsibility of the new incumbent in line with their solution. As an example, an outgoing vendor would not be transferring their systems or process, nor providing training to the new incumbent. Please clarify the Commonwealth's requirement from this question. Question added by: Anonymous 1/20/2021 2:14 PM EST
A: The selected Offeror must execute the turnover plan upon the Commonwealth's request and the final plan is subject to the Commonwealth's approval. Answered by: Amy Layman 1/25/2021 9:28 AM EST

Subject = Bidders **Public Thread**

Q: Are we able to see who is bidding now that the meeting on the 14th has passed? Question added by: Anonymous 1/20/2021 12:25 PM EST
A: No, the status of Offerors can not be shared but the SDB/VBE attendee list is located in the Buyers Attachment Answered by: Amy Layman 1/25/2021 9:29 AM EST

Subject = Attachment G **Public Thread**

Q: If the offeror has attained a FedRAMP status for its SaaS solutions and wishes to include their FedRAMP security package as artifacts to address Appendix G questions, what is the preferred secure method of delivery? For example, the security package includes: (SSP) - System Security Plan (CMP) - Continuous Monitoring Plan (PIA) - Privacy Impact Assessment (ROB) - Rules of Behavior (ISCP) - Information System Contingency Plan (CMP) - Configuration Management Plan (IRP) - Incident Response Plan (CIS) - Control Implementation Summary (SOD) - Separation of Duties Matrix Integrated System Inventory Laws & Regulations Worksheet (AC) - Access Control Policy (AC) - Access Control Procedure (AT) - Awareness & Training Policy (AT) - Awareness & Training Procedure (AU) - Audit & Accountability Policy (AU) - Audit & Accountability Procedure (CA) - Security Assessment and Authorization Policy (CA) - Security Assessment and Authorization Procedure (CM) - Configuration Management Policy (CM) - Configuration Management Procedure (CP) - Contingency Planning Policy (CP) - Contingency Planning Procedure (IA) - Identification & Authentication Policy (IA) - Identification & Authentication Procedure (IR) - Incident Response Policy (IR) - Incident Response Procedure (MA) - Maintenance Policy (MA) - Maintenance Procedure (MP) - Media Protection Policy (MP) - Media Protection Procedure (PE) - Physical and Environmental Protection Policy (PE) - Physical and Environmental Protection Procedure (PL) - Planning Policy (PL) - Planning Procedure (PS) - Personnel Security Policy (PS) - Personnel Security Procedure (RA) - Risk Assessment Policy (RA) - Risk Assessment Procedure (SA) - Systems & Services Acquisition Policy (SA) - Systems & Services Acquisition Procedure (SI) - Systems and Information Integrity Policy (SI) - Systems and Information Integrity Procedure (SC) - Systems and Communications Protection Policy (SC) - Systems and Communications Protection Procedure

Question added by: Anonymous

1/20/2021 10:49 AM EST

A: Appendix G – Cloud Services Requirements should be completed as directed. Additional information being provided to support the response of Appendix G can be attached as a single file in response to Question 1.1.7. or the supporting documents can be attached in response to Question 1.1.9.

Answered by: Amy Layman

1/25/2021 12:30 PM EST

Subject = Response

Public Thread

Q: As a vendor who would like to serve as the MSP under the new contract, we have a significant number of employees engaged under the current Staff Augmentation contract. Would the Commonwealth consider an exception to allow those resources to remain as our resources under the new contract (assuming the agencies wish to retain the resource) with the understanding that we could have no other direct placements?

Question added by: Anonymous

1/20/2021 10:34 AM EST

A: The Commonwealth will work the Selected Offeror and the current contractor to determine how to handle existing resources. As a requirement of the RFP the MSP must subcontract to fill all positions.

Answered by: Amy Layman

1/25/2021 9:30 AM EST

Subject = IT Staff Augmentation RFP Question

Public Thread

Q: The contract is with the Dept. of General Services but will other PA State agencies use this vehicle to obtain IT resources? If so, will the awarded vendor be required to establish relationships with the other PA State agencies to understand their requirements?

Question added by: Anonymous

1/20/2021 10:08 AM EST

A: This contract is managed by the Department of General Services (DGS), but all state agencies will have the ability to use this contract to obtain IT resources. The selected Offeror will be engaged with the individual Commonwealth Agencies when they determine they have a need or a IT Staffing Resource

Answered by: Amy Layman

1/25/2021 9:31 AM EST

Subject = Attachment G

Public Thread

Q: Will that status of the software solution (SaaS) be verified via FedRAMP.gov or other approved third party prior to points being awarded for the question?

Question added by: Anonymous

1/18/2021 4:44 PM EST

A: There is no Commonwealth policy at this time requiring FedRamp Authorization for Cloud Solutions. CSR REQ#6 is a general question to provide the Commonwealth with an understanding of the Offeror's FedRamp status and provides insight and assurances much like SOC reports and/or third-party vulnerability assessment reports of the proposed cloud solution. The Commonwealth relies on the Offeror's responses to the CSR and FedRamp marketplace for verification of FedRamp status. Likewise, the Commonwealth also relies on the Offeror's responses to CSR REQ #12 available SOC Reports and CSR REQ #18 available Vulnerability Assessment reports when evaluating proposed Cloud solutions.

Answered by: Amy Layman

1/25/2021 9:31 AM EST

Subject = Attachment G

Public Thread

Q: If an offeror has FedRAMP status for both its SaaS solution and IaaS hosting, does that satisfy requirements of questions 12, 20, 21, 22 and 23?

Question added by: Anonymous

1/18/2021 4:43 PM EST

A: There is no Commonwealth policy at this time requiring FedRamp Authorization for Cloud Solutions. CSR REQ#6 is a general question to provide the Commonwealth with an understanding of the Offeror's FedRamp status and provides insight and assurances much like SOC reports and/or third-party vulnerability assessment reports of the proposed cloud solution. Offerors are required to complete the CSR, in its entirety, for review and evaluation as part of the Solicitation and Cloud Use Case review process. All responses to the CSR are taken into consideration

Answered by: Amy Layman

1/25/2021 9:32 AM EST

Subject = Attachments

Public Thread

Q: For some of the questions, most notably Attachment G the information submitted is highly sensitive. Can you validate the the portal is a secure place to submit sensitive data.

Question added by: Anonymous

1/18/2021 4:43 PM EST

A: JAGGAER's Service Privacy Policy is located here: <https://www.jaggaer.com/service-privacy-policy/>. As stated in the policy: The security of your data, including personal information, is very important to JAGGAER. JAGGAER maintains a comprehensive, written information security program that contains administrative, technical and physical safeguards designed to protect your data against unauthorized access, theft and loss, including physical and logical access controls, firewalls, intrusion detection systems, network and database monitoring, anti-virus systems and backup systems. JAGGAER limits access to your data to those persons who have a specific business purpose for processing your data. JAGGAER's employees who are granted physical access to personal information are required to protect the confidentiality, integrity, and availability of that information and are provided training and instruction on how to do so. With respect to customer use of the Solution, JAGGAER designs its Solution to enforce user access controls and our customers are authorized and responsible for configuring these settings appropriately. Please understand, however, that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk. JAGGAER's Service Privacy Policy is located here:

Answered by: Amy Layman

1/25/2021 9:33 AM EST

<https://www.jaggaer.com/service-privacy-policy/>. As stated in the policy: The security of your data, including personal information, is very important to JAGGAER. JAGGAER maintains a comprehensive, written information security program that contains administrative, technical and physical safeguards designed to protect your data against unauthorized access, theft and loss, including physical and logical access controls, firewalls, intrusion detection systems, network and database monitoring, anti-virus systems and backup systems. JAGGAER limits access to your data to those persons who have a specific business purpose for processing your data. JAGGAER's employees who are granted physical access to personal information are required to protect the confidentiality, integrity, and availability of that information and are provided training and instruction on how to do so. With respect to customer use of the Solution, JAGGAER designs its Solution to enforce user access controls and our customers are authorized and responsible for configuring these settings appropriately. Please understand, however, that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit to us and you understand that any information that you transfer to us is done at your own risk.

Subject = Attachment G

Public Thread

Q: Can multiple attachments be uploaded for each section for example can an Offerer submit multiple attachments for section 1.1.17.

Question added by: Anonymous

1/18/2021 4:39 PM EST

A: Only one attachment should be provided in response to each question except for Question 1.1.9 which can allow for multiple files to be uploaded via a single document or .zip file.

Answered by: Amy Layman

1/20/2021 10:29 AM EST

Subject = Appendix G, Requirement 12 - VMS

Public Thread

Q: • If SOC 1 Type II and SOC 2 Type II reports are available, is a SOC 3 report required?

Question added by: Anonymous

1/18/2021 10:38 AM EST

A: The vendor is not required to submit a SOC 3 report if a SOC 1 Type 2 and SOC 2 Type 2 are available and can be provided to the Commonwealth.

Answered by: Amy Layman

1/20/2021 10:30 AM EST

Subject = VMS**Public Thread**

Q: Is the State utilizing a VMS technology that is "on-premise"? If so, is there a desire to move to a cloud-based solution, or is an "on-premise" solution required?

Question added by: Anonymous

1/18/2021 10:37 AM EST

A: Each Offeror shall propose their solution to the Commonwealth. The Commonwealth is open to either hosting approach.

Answered by: Amy Layman

1/20/2021 10:31 AM EST

Subject = Subcontracting Goal Information Session**Public Thread**

Q: May I know what are the key points were discussed in RSVP to the SDB and VBE Goal Information Session and What is the New SDB and VBE Goal ?

Question added by: Anonymous

1/18/2021 8:25 AM EST

A: The SDB/VBE Goal Information Session Slide Deck is now attached to the Buyers Attachment section. If you have any further questions please reach out to Audrey Smith, 717-783-3119, at the Bureau of Diversity, Inclusion, and Small Business Opportunities.

Answered by: Amy Layman

1/20/2021 10:32 AM EST

Subject = References**Public Thread**

Q: I.2.B - If a reference is unable to comment on the performance of an offeror due to State Policy but can validate the vendor's experience would the Commonwealth find that acceptable?

Question added by: Anonymous

1/15/2021 2:35 PM EST

A: The Offeror must provide references in accordance with I-2. B. Prior Experience of the Technical Submittal

Answered by: Amy Layman

1/20/2021 10:33 AM EST

Subject = References**Public Thread**

Q: Technical Submittal - I.2.B - In order to ensure that the Commonwealth can contact three references, may an offeror submit more than 3 references?

Question added by: Anonymous

1/15/2021 2:34 PM EST

A: Yes, per section I-2. B. Prior Experience, Using Appendix C – Project References, Offerors must submit a summary of at least three (3) staff augmentation contracts where the Offeror was the prime contractor acting as a Managed Service Provider.

Answered by: Amy Layman

1/20/2021 10:33 AM EST

Subject = Experience**Public Thread**

Q: Technical Submittal I.2.B - The Commonwealth has asked Offeror's to provide three references and other information on the offeror's experience. Does the Commonwealth value State Government references and experience over commercial or Federal Government references and experience?

Question added by: Anonymous

1/15/2021 2:32 PM EST

A: No one reference is valued more than another.

Answered by: Amy Layman

1/20/2021 10:34 AM EST

Subject = Diversity Suppliers**Public Thread**

Q: Do prime vendors receive credit for SDB and VBE spend with subcontractors who are not listed in their proposal?

Question added by: Anonymous

1/15/2021 2:28 PM EST

A: Yes

Answered by: Amy Layman

1/20/2021 10:35 AM EST

Subject = Diversity Suppliers**Public Thread**

Q: Does the incumbent contract contain the 60% SDB and 6% VBE requirements for competitive bids, and is the incumbent contractor satisfying these goals?

Question added by: Anonymous

1/15/2021 2:27 PM EST

A: The current contractor has committed to a 95% SDB Utilization Rate and has met or exceeded that figure every month since contract inception. There was not a VBE requirement on the previous contract.

Answered by: Amy Layman

1/20/2021 10:36 AM EST

Subject = Subcontractors		Public Thread
Q: Can the Commonwealth provide a list of the current vendors, including which of them are SDB and VBE providers?	Question added by: Anonymous	1/15/2021 2:26 PM EST
A: The current contractor's list of subcontractors is attached as a response to this question . PA ITSA vendor listing_20210120_39.xlsx - ../Attachments/QABoardAttachments/PA ITSA vendor	Answered by: Amy Layman	1/25/2021 9:35 AM EST
Subject = SDB and VBE Goal Information Session		Public Thread
Q: Hi is there any recording of the SDB and VBE Goal Information Session available	Question added by: Anonymous	1/15/2021 1:32 PM EST
A: No, there is no recording of the session.	Answered by: Amy Layman	1/20/2021 10:36 AM EST
Subject = Direct Sourcing		Public Thread
Q: 1) Please clarify that the percentage of direct resource request is 65% of the total requisition.	Question added by: Anonymous	1/15/2021 12:16 PM EST
A: The Resource Request percentage is a variable figure. Based on the chart provided on page 1 of the technical submittal, FY 19/20 Specific (Direct/Renewal) Resource Requests make up 798 of 1005 requests which equals 79%.	Answered by: Amy Layman	1/20/2021 10:37 AM EST
Subject = Response		Public Thread
Q: As the revised SDB documents will be released on Monday, 1/18, we would like to request a two week extension on the due date to allow for thorough review of the changes to these documents and our subsequent strategy.	Question added by: Anonymous	1/15/2021 9:54 AM EST
A: The Commonwealth will consider this request. Any extensions or amendments will be handled through the JAGGAER event.	Answered by: Amy Layman	1/25/2021 9:36 AM EST
Subject = Contract Employees		Public Thread
Q: Based on IRS and State of PA Worker Misclassification requirements contractors assigned to this program should be W-2 employees of the subcontractor. Can the Commonwealth confirm that the MSP's subcontractors should employ all contracted resources as W-2 employees and not as 1099 employees.	Question added by: Anonymous	1/14/2021 12:51 PM EST
A: Subcontractor resources can be either W-2 or 1099. As long as the resource is provided by a subcontractor, there is no preference as to what the how the employee's earnings are tracked	Answered by: Amy Layman	1/25/2021 9:36 AM EST
Subject = Response		Public Thread
Q: 1. Please confirm that providing payrolling services falls under the same category as the MSP placing resources directly and will not be allowed.	Question added by: Anonymous	1/14/2021 12:42 PM EST
A: Correct, the MSP must subcontract through their network for all staffing positions requested by the Commonwealth at the time of agency need.	Answered by: Amy Layman	1/14/2021 3:43 PM EST
Subject = Response companies		Public Thread
Q: Are you looking for a MSP company to respond or can a direct staffing company, (not MSP) respond?	Question added by: Anonymous	1/14/2021 12:36 PM EST
A: Offerors must be an MSP, not a direct staffing company.	Answered by: Amy Layman	1/14/2021 3:43 PM EST
Subject = Berry Solutions Group - SDVBE both MSP/IT Staffing		Public Thread

Q: Good morning and thank you for your time on the WebEx. Berry Solutions Group is a PA HQ, SDVBE operating as both an MSP/MSSP and an IT Staffing and Recruiting firm. We are interested in the opportunity to either prime, subcontract or provide both prime and sub. Is it possible for one firm to provide both?

Question added by: Anonymous

1/14/2021 10:58 AM EST

A: An Offeror may submit a proposal as a prime in addition to being proposed as a subcontractor as a part of another Offeror's proposal on the same procurement.

Answered by: Amy Layman

1/14/2021 3:39 PM EST

Subject = BDISOB Goal/Commitment

Public Thread

Q: It appears there is no longer a need to execute a Letter of Intent as part of the proposal submission process. How is the Commonwealth going to track commitments through PRISM with no vendor-specific commitment?

Question added by: Anonymous

1/14/2021 10:05 AM EST

A: A Letter of Commitment/Intent will not be required as part of the proposal submission process. Commitments will be tracked through the Offeror's monthly utilization reports, which will become a contractual obligation of the selected Offeror. See, SDB Participation Information Document, Question 1.2.1, Section 3.D, and VBE Participation Information Document, Question 1.3.1, Section 3.D

Answered by: Amy Layman

1/25/2021 9:37 AM EST

Subject = Event

Public Thread

Q: If we missed the event this morning, is there anyway to get a list of companies who attended or get a list of companies who are planning to bid?

Question added by: Anonymous

1/14/2021 9:52 AM EST

A: A list of attendees will be posted to the Buyer Attachments section in the JAGGAER event via an amendment.

Answered by: Amy Layman

1/14/2021 3:38 PM EST

Subject = Direct sourcing / Talent Pools

Public Thread

Q: Are direct sourcing or talent cloud solutions in play today, or would they be considered if part of the Offeror's solution? If yes, what are higher volume roles that could serve as a starting point for implementing such a solution?

Question added by: Anonymous

1/13/2021 3:29 PM EST

A: The RFP requests an MSP that can provide subcontracted resources. The resources hired will not become Commonwealth employees, but rather contractors, thus do not fall under either option the direct sourcing or talent cloud solution model in our interpretation.

Answered by: Amy Layman

1/14/2021 11:13 AM EST

Subject = Staffing entities

Public Thread

Q: Can sister-companies be consider for inclusion for staffing services? (I believe the answer is no, but want to confirm.)

Question added by: Anonymous

1/13/2021 3:28 PM EST

A: The selected Offeror must be an MSP. All resources that are provided to fill positions based on Agency requisitions must be subcontracted resources. The subcontractor must be a separate entity with a different federal tax ID number than the selected Offeror

Answered by: Amy Layman

1/14/2021 11:15 AM EST

Subject = Payrolling and IC Compliance

Public Thread

Q: Can the MSP Offeror be considered to provide diversity payrolling and IC compliance solutions as part of the solution?

Question added by: Anonymous

1/13/2021 3:27 PM EST

A: Please submit this as two separate questions.

Answered by: Amy Layman

1/14/2021 11:16 AM EST

Q: Can MSP be considered to provide payrolling services for self-identified workers such as retirees, referrals, etc...?

Question added by: Anonymous

1/14/2021 11:33 AM EST

A: The MSP must subcontract through their network for all staffing positions requested by the Commonwealth at the time of agency need.

Answered by: Amy Layman

1/14/2021 3:45 PM EST

Q: Can MSP be considered as the ICES (Independent Contractor Engagement Service) provider, ensuring compliance of self employable resources to DOL independent contractor (1099) standards?

Question added by: Anonymous

1/14/2021 11:34 AM EST

A: The MSP must subcontract through their network for all staffing positions requested by the Commonwealth at the time of agency need.

Answered by: Amy Layman

1/14/2021 3:40 PM EST

Subject = I-4_E-8: Worker Guarantee

Public Thread

Q: The 10 day worker performance warranty implies that if the worker is terminated due to poor work performance in the first ten days, the State of Pennsylvania is not subject for billing up to that 10 day mark. Does that mean anyone who terms for cause in the first ten days cannot be billed at all, or would it be just for the period where there is evidence the worker cannot do the job. Is this in place today with suppliers?

Question added by: Anonymous

1/13/2021 3:27 PM EST

A: Per Section I-5. E. 8, the Commonwealth will not pay for the work conducted by the unacceptable resource. The current contract has a 5-day review period, it was determined by the Commonwealth that 10 days would be a more appropriate term to evaluate performance.

Answered by: Amy Layman

1/14/2021 11:13 AM EST

Subject = I-4-C: VMS

Public Thread

Q: What is the existing VMS in place today? How long has it been in place? Is the State of Pennsylvania seeking to replace it, or would it prefer to retain the existing VMS platform?

Question added by: Anonymous

1/13/2021 3:25 PM EST

A: The current VMS is Vector Management Solutions. The existing VMS replaced PeopleFluent during the contract term. Offerors must propose a VMS solution as a part of their proposal as the current solution is not hosted by the Commonwealth

Answered by: Amy Layman

1/25/2021 12:33 PM EST

Subject = I-5-B-2-f: Payment terms

Public Thread

Q: This states, "The selected Offeror must timely pay its subcontractors, within forty-five (45) days of receipt of proper invoices from the subcontractors." Does this assume that the State of Pennsylvania has remitted payment to the Offeror, or is it expected that the Offeror, as the MSP, would advance payment to the Supplier Subcontractors before being paid? If the MSP must pay the Supplier Subcontractors within 45 days, then the Offeror would need to be paid on a net 35 schedule (approximately) in order to ensure reconciliation of funds and distribution to the Supplier Subcontractors. Also, ifn payment exceeds 45 from State to Offeror, does the State pay interest charges that subcontractors would seek from the MSP Offeror?

Question added by: Anonymous

1/13/2021 3:24 PM EST

A: The Commonwealth will attempt to make payment to selected Offeror within a reasonable period of time from when a correct invoice is received. Section I-5. B. 2. f has been amended to remove the 45 day payment criteria. The Commonwealth will not pay interest charges to the selected Offeror or its subcontractors

Answered by: Amy Layman

1/29/2021 12:25 PM EST

Subject = G: Overtime

Public Thread

Q: Does the State of Pennsylvania not pay any kind of overtime premiums, even if the worker is legally eligible for overtime pay? Straight time billing for all hours? Is this in place contractually today with all current suppliers?

Question added by: Anonymous

1/13/2021 3:22 PM EST

A: The resources hired will not become Commonwealth employees, but rather contractors, thus do not receive overtime. This is method is in process under the current contract as well.

Answered by: Amy Layman

1/14/2021 11:14 AM EST

Q: Since the Commonwealth does not pay for Overtime is the MSP or their subcontractors allowed to prohibit resources from working overtime since they may be legally required to pay an overtime premium to their W-2 employees.

Question added by: Anonymous

1/14/2021 12:45 PM EST

A: The Commonwealth Agency will request a resource to be allocated to a position for a particular number of hours during a given period. The Commonwealth attempts to keep the number of hours per week at or below 40 hours, but there may be circumstances where overtime hours will be required. If a subcontractor prohibits overtime, the Commonwealth Agency must be notified by the MSP prior to selecting the resource, as they may deem another resource to be a more viable option based on availability.

Answered by: Amy Layman

1/25/2021 9:37 AM EST

Subject = E: Continuing Education

Public Thread

Q: In the Continuing Education section you refer to reimbursement for licensing related training up to 24 hours. Are there any licensing requirements by the State of Pennsylvania associated with providing MSP services for this program?

Question added by: Anonymous

1/13/2021 3:22 PM EST

A: Section I-4. E. Continuing Education refers to the resource, not the selected Offeror as the MSP. There are no licensing requirements of the MSP.

Answered by: Amy Layman

1/14/2021 11:12 AM EST

Subject = C-2: Background Checks

Public Thread

Q: This section seems to indicate the Offeror is responsible for background checks and costs for program team members who will support the program. Who is responsible for the costs associated with background checks for contingent IT workers placed with State of Pennsylvania?

Question added by: Anonymous

1/13/2021 3:20 PM EST

A: The costs associated with the background checks of the resources is the responsibility of the selected Offeror.

Answered by: Amy Layman

1/14/2021 11:11 AM EST

Q: To clarify, the Offeror/MSPm bears the cost of background screenings done for subcontractor resources who would be assigned to State of PA IT? Even though they are not employees of the MSP?

Question added by: Anonymous

1/14/2021 11:38 AM EST

A: The cost of the background screenings will not be covered by the Commonwealth. Background fees would have to be covered by the MSP or their subcontractor.

Answered by: Amy Layman

1/14/2021 3:42 PM EST

Subject = I-2-D: Subcontractor List

Public Thread

Q: For the Appendix D – Subcontractor List, should we answer based on who we may utilize as subcontractor for the delivery of the MSP/VMS program solution, or are you seeking the list of staffing entities we may utilize as suppliers of contingent IT workers?

Question added by: Anonymous

1/13/2021 3:18 PM EST

A: Appendix D – Subcontractor List is to show the depth of the Offeror's subcontracting network in terms of entities, not in terms of individual resources by name.

Answered by: Amy Layman

1/14/2021 11:11 AM EST

Subject = Approved Suppliers

Public Thread

Q: Once the MSP is selected, will there be a separate opportunity to become a staffing provider under them?

Question added by: Anonymous

1/13/2021 11:25 AM EST

A: The selected Offeror's network of subcontractors does not have to be fixed based on their proposal. The subcontractors can be added or removed by the selected Offeror during the term of the contract.

Answered by: Amy Layman

1/13/2021 12:11 PM EST

Subject = Response	Public Thread	
<p>Q: Section 4. Project Description states, in part, "...an MSP is defined as a prime contractor which utilizes multiple subcontractors to provide staffing resources and does not directly employ any of the staffing resources." In an effort to further enhance qualified candidate availability and lower overall program cost, would the Commonwealth consider allowing the awarded MSP to directly place resources under an agreed upon Service Level Agreement (e.g., a not to exceed a percentage of engagements or dollar amount)?</p>	Question added by: Anonymous	1/13/2021 11:04 AM EST
<p>A: No, the requirement must remain as stated. The selected Offeror must use a vendor network to subcontract the staffing positions being requested by the Commonwealth Agency.</p>	Answered by: Amy Layman	1/13/2021 12:12 PM EST

Subject = Response	Public Thread	
<p>Q: Can a subsidiary or affiliate of the parent company (Master MSP) be a vendor within the network created by the Master MSP and therefore make placements on the contract?</p>	Question added by: Anonymous	1/12/2021 3:43 PM EST
<p>A: The selected Offeror must be an MSP. All resources that are provided to fill positions based on Agency requisitions must be subcontracted resources. The subcontractor must be a separate entity with a different federal tax ID number than the selected Offeror.</p>	Answered by: Amy Layman	1/13/2021 12:12 PM EST
<p>Q: To clarify, if the subsidiary of the MSP has a separate EIN number, the subsidiary may join the network and placements may be made by the MSP through this subsidiary.</p>	Question added by: Anonymous	1/14/2021 12:43 PM EST
<p>A: Yes. The MSP can use the subsidiary as a provider of resources, but ultimately the Commonwealth hiring manager selects the best applicant based on their resume and interview.</p>	Answered by: Amy Layman	1/14/2021 3:44 PM EST

Subject = Regarding questions for RFP#6100048933-IT Staff Au	Public Thread	
<p>Q: (1) Do we need to submit resumes for two key positions with Proposal? (2) Does the personnel require to be U.S. Citizen or Greencard? Does the personnel require Security Clearance if yes, provide the details ?</p>	Question added by: Anonymous	1/12/2021 9:43 AM EST
<p>A: Offerors may provide resumes for the Key Personnel in support of their proposal, but it is not a requirement. The Key Personnel does not have a requirement regarding their citizenship status. Security and background requirements are detailed in section I-4.C.2. Background Checks, I-4.C.5. Badges, and I-4.H. Other Expenses .</p>	Answered by: Amy Layman	1/12/2021 2:56 PM EST

Subject = Response	Public Thread	
<p>Q: In lieu of responding to requisitions directly, is the awarded MSP able to use affiliated or subsidiary organizations to provide resources through the program?</p>	Question added by: Anonymous	1/11/2021 4:38 PM EST
<p>A: All resources provided to the Commonwealth must be provided by the selected Offeror through their network of subcontractors. No resources provided to the Commonwealth through the requisition process may be employed directly by the selected Offeror.</p>	Answered by: Amy Layman	1/12/2021 2:56 PM EST

Subject = Subcontractors	Public Thread	
<p>Q: Is the use of subcontractors required if we already have Small, Minority, and Women (SWaM) owned business certification?</p>	Question added by: Anonymous	1/11/2021 2:10 PM EST

A: Only SDBs and VBEs verified by DGS that are providing IT services procured as competitive order resources may be counted for purposes of achieving the SDB and VBE participation goal. Because MSPs cannot provide the IT services, an SDB and/or VBE firm participating as the MSP on this contract cannot receive credit towards the SDB and VBE Participation goals established for this procurement for its own self-performance.

Answered by: Amy Layman

1/25/2021 8:58 AM EST

Subject = Out of State Bidder

Public Thread

Q: We are a Virginia-based business. May we still submit a bid? If yes, what licenses & certifications must we obtain?

Question added by: Anonymous

1/11/2021 2:09 PM EST

A: Being a Pennsylvania-based business is not a requirement. Prior to award the selected Offeror must be registered to do business with the Commonwealth through the PA Supplier Service.

Answered by: Amy Layman

1/12/2021 2:57 PM EST

Subject = On-Site Support

Public Thread

Q: Will on-site be a requirement or can this all be managed remotely?

Question added by: Anonymous

1/8/2021 3:48 PM EST

A: The RFP does not require on-site activities on a daily basis; but the Commonwealth can require in-person meetings with the selected Offeror during the term of the contract.

Answered by: Amy Layman

1/12/2021 2:58 PM EST

Subject = Partnership

Public Thread

Q: Is there a way we can contact those who anticipate to bid through the system? We are a SDVOSB and HUBZone firm looking to sub. Yes, we can search the Small business database however there are 100s of companies.

Question added by: Anonymous

1/8/2021 1:29 PM EST

A: There will be a SDB/VBE Goal Information Session Held at the date and time specified in Section 7 of the Event Description, you may use this opportunity to learn of other interested Offerors to this RFP. Information regarding the RSVP process for the session is included in Section 7 as well.

Answered by: Amy Layman

1/8/2021 2:44 PM EST

Q: May we know the companies who are interested to sub-contract. We would like to go as a sub-contractor with a prime contractor. We are a SBE company

Question added by: Anonymous

1/15/2021 2:29 PM EST

A: Please log in and setup your registration information at <https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>

Answered by: Amy Layman

1/20/2021 10:35 AM EST

Q: If we are just looking to sub contract, do we need to submit through the portal or can we just reach out to the prime award winner?

Question added by: Anonymous

1/20/2021 4:53 PM EST

A: A firm just looking to subcontract does not need to submit a proposal through the Jaggaer portal. Potential subcontractors may wish to contact potential prime offerors in an effort to establish a subcontract relationship and be included as part of the offerors' submitted proposal. In addition, since Section ____ of the RFP permits the selected offeror to add subcontractors during the contract term, potential subcontractors that are not listed within the proposal may also wish to contact the selected offeror after award in an effort to establish a subcontracting relationship a that time.

Answered by: Amy Layman

1/25/2021 9:22 AM EST

Subject = Overview

Public Thread

Q: Relating to the following, how many prime contractors does COPA plan to award, 1-5, 6-10 or all who qualify?
Note: This is not an exclusive contract. Throughout the term of the Contract, the Commonwealth retains full control and flexibility with regard to the types, quantities and timing of personnel usage. The Commonwealth is not required to end any current agreements and reserves the right to enter into new agreements with suppliers for similar services throughout the term of the Contract.

Question added by: Anonymous

1/8/2021 8:23 AM EST

A: Only one award will be made as a result of this RFP.

Answered by: Amy Layman

1/8/2021 2:43 PM EST

Subject = Spend

Public Thread

Q: What is the spend affiliated with this RFP opportunity?

Question added by: Anonymous

1/7/2021 12:50 PM EST

A: The historical annual spend on the current contract is approximately \$125,000,000 per year.

Answered by: Amy Layman

1/8/2021 7:32 AM EST

Subject = Small Business

Public Thread

Q: If we are a small business woman owned can we use a partner/sub to qualify for the VBE Veteran goal of 6%

Question added by: Anonymous

1/7/2021 10:30 AM EST

A: Yes, as a DGS-verified Small Diverse Business (SDB), you may partner with a DGS-verified Veteran-Owned Small Business Enterprise (VBE) or a Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) to meet the veteran goal.

Answered by: Amy Layman

1/8/2021 7:32 AM EST

Subject = Bid Tabulation

Public Thread

Q: Please provide old contract Bid Tabulation of rates and % markup of incumbent information

Question added by: Anonymous

1/7/2021 10:29 AM EST

A: The incumbent contract, including rates and % markup, is located at:
<http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400014660>

Answered by: Amy Layman

1/8/2021 7:31 AM EST

Subject = Incumbent information

Public Thread

Q: Who is (are) the incumbent for this contract?

Question added by: Anonymous

1/7/2021 10:29 AM EST

A: The incumbent OST, Inc. The contract is located at:
<http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400014660>

Answered by: Amy Layman

1/8/2021 7:31 AM EST

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TECHNICAL SUBMITTAL

Background

The Contract resulting from this RFP is intended to be the Commonwealth's main vehicle to procure IT staff augmentation services. The selected Offeror must fulfill the Commonwealth's need for resources (also referred to as candidate throughout this document) with the job titles and skills listed in **Appendix B - Job Titles and Skill Categories**. Refer to the chart below for historical usage on the current contract.

	FY15/16*	FY16/17	FY17/18	FY18/19	FY19/20
COPA Competitive Requests					
Total Hours Worked	32,256	202,876	285,138	331,322	333,423
Average # of Concurrent Resources	89	116	164	182	200
Specific (Direct/Renewal) Resource Requests					
Total Hours Worked	610,784	1,264,388	1,383,937	1,398,554	1,164,538
Average # of Concurrent Resources	540	735	803	811	798
Job Category Exceptions					
New Exception Engagements	247	13	16	17	7
COSTARS Usage					
Total Hours Worked	19,742	31,673	52,088	64,082	60,645

FY15/16* was a partial year due to execution of a new contract.

Note: This is not an exclusive contract. Throughout the term of the Contract, the Commonwealth retains full control and flexibility with regard to the types, quantities and timing of personnel usage. The Commonwealth is not required to end any current agreements and reserves the right to enter into new agreements with suppliers for similar services throughout the term of the Contract.

I-1. Statement of the Project. State in succinct terms your understanding of the service required by this RFP.

Offeror Response

The Commonwealth of Pennsylvania (CoPA), through the Pennsylvania Information Technology Staff Augmentation (PA ITSA) program, seeks a Managed Service Provider (MSP) to deliver IT resources to Commonwealth agencies and COSTARS entities. OST understands these service needs. We are experienced as an MSP for government clients and, since 2015, provide similar services to CoPA for IT Staffing.

MSP contingent staffing presents a complex challenge to deliver qualified people, provide smooth results, and meet contractual requirements. For the Commonwealth of Pennsylvania (CoPA), the size of the workforce and level of Commonwealth funding magnify these challenges and risks. Success requires comprehensive focus, diligence, and discipline. We base our business processes on the PMBOK for program management, CMMI for process optimization, and ISO for Quality, Service Delivery, and Customer Satisfaction. The exhibits below reflect our comprehensive understanding of the services requested by CoPA by showing how OST provides the Commonwealth account management to execute the program, talent acquisition to find the best value resources, performance management for retaining those resources, and financial management for proper stewardship of government funds.

[Redacted]

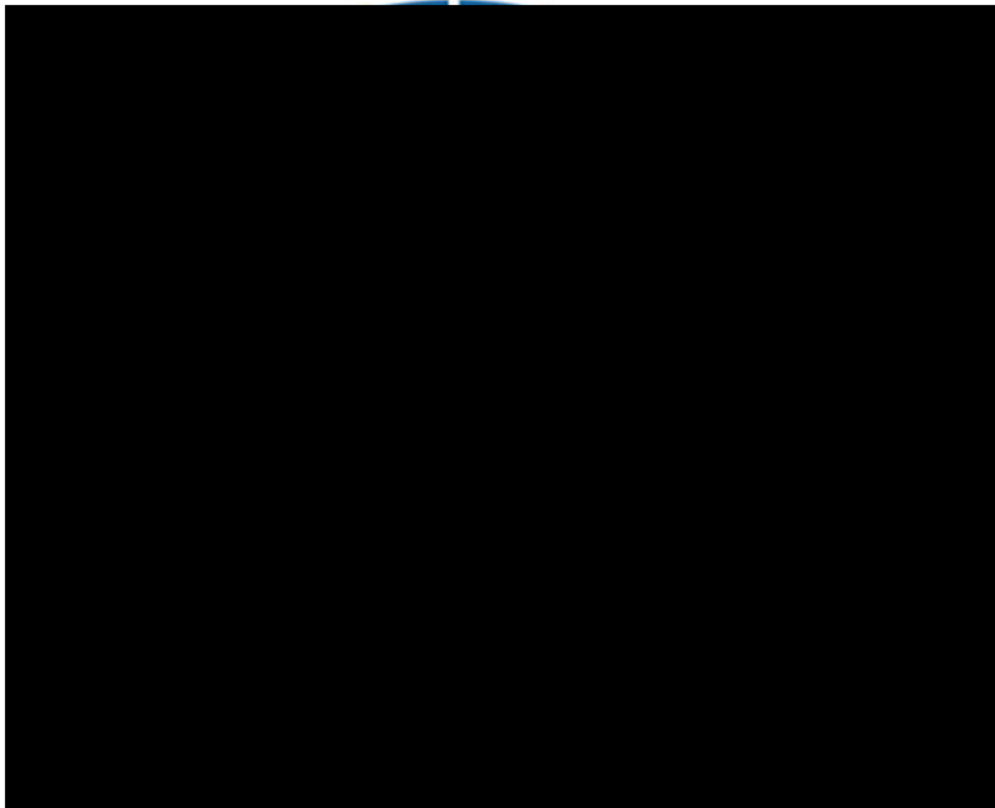


Exhibit I-1 1: OST's MSP Process Areas

OST's business model has contract management best practices to support the Commonwealth in the area described below.

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

OST's business model has contract management best practices to support the Commonwealth in the area described below.

[Redacted]

[Redacted]

Exhibit I-1 2: MSP Process Areas Required to Support the PA-ITSA Contractor Workforce

[REDACTED]

At the corporate level, OST is a financially strong business and will have no problems with working capital during contract performance. Finally, OST has an established process to work with small, diverse, and veteran-owned subcontractors to establish customized payment terms that meet their unique needs. We also provide detailed descriptions of each functional process in this response.

Staffing Lifecycle Business Processes for New (Future) Resources

Future workforce business processes cover the entire set of contingent staffing lifecycle processes to add new resources to the existing resource workforce. New workforce members can be for new requirements, resource replacement, or to meet surge demands. This process area includes validation of funding, management of requirements (requisitions), subcontractor management, candidate screening / selection, and onboarding. OST's account management team performs these activities. Again, we provide detailed descriptions of each functional process in this response.

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

I-2. Qualifications.

A. Company Overview. Offerors shall have experience:

1. In managing staffing contracts similar to the size and scope of the services being requested in this RFP.
2. Within the last five (5) years of proposal submission, administering and managing a contract as a managed service provider (MSP), which uses multiple subcontractors to fulfill the staffing needs required by this RFP and does not directly employ any of the staffing resources.

Offeror shall describe how it meets the above experience.

Offeror Response

Managing contracts of similar size and scope

For the past 21 years, OST has provided MSP services and staffing of contingent and project-based/deliverable staffing for information technology (IT), research, development, and engineering (RD&E), administration, healthcare, and project/program management fields.

[REDACTED] This includes over 1,000 resources and \$146M in annual spend on the PA ITSA program.

[REDACTED] Our experience with large MSP contracts shows our capability to manage a new PA ITSA contract with virtually no risk.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

As with our PA ITSA contract, we consistently receive positive feedback from Hiring Managers and Contract Administrators as well as strong performance reviews and evaluations. We have never missed an SLA target. Our ability to provide the highest quality candidates, even for unique and difficult-to-source roles, sets us apart from our competitors. Our experience with large programs of this size shows OST's capabilities to manage the CoPA program, with less risk compared to other vendors. OST manages the MSP contract and the associated processes. Subcontractors conduct candidate recruiting and validation. Our processes ensure that we meet all program requirements while providing excellent and transparent services.

Administration and Management of MSP Contracts Using Multiple Subcontractors

OST has demonstrated the ability to administer and manage a network of 690 subcontractors under the current CoPA ITSA contract. We negotiated vendor agreements with every subcontractor and managed the performance of over 1,000 resources for 62 agency users. We assessed the performance levels of each subcontractor, recognized the best performers, and removed poor performers. Our network includes Small Disadvantaged Businesses (SDB) as well as non-SDB companies, including some of the largest national staffing and consulting firms.

OST Awards for MSP Programs

- ✓ The GIA Public Sector Innovation Award 2019
- ✓ Recognition as a DC Moxie Award Finalist for 2017 and 2018
- ✓ Computerworld Honors Laureate for 2012

Over [REDACTED] of the CoPA network have participated in the program, and [REDACTED] have won awards, showing the high level of competition generated by the CoPA ITSA program. Over the past five years, OST has consistently exceeded the CoPA goals for the use of SDB subcontractors, and in 2020 our CoPA program supported [REDACTED] in program spend for SDB firms. Our subcontractor network includes firms that specialize in information technology (IT); healthcare; administration; and research and development (R&D) requirements. OST's effective administration and management of our subcontractor network and our efforts to help the subcontractors succeed have resulted in consistently high vendor participation [REDACTED] and retention [REDACTED]). We are vendor-neutral and follow an open-network philosophy to provide unbiased access to the largest pool of candidates. We continually conduct local outreach to augment our subcontractor network with local firms.

OST has not assigned or placed any OST employees on the PA ITSA or DC ITSA contracts. Our approach is to use only subcontractor candidates for placement. OST does not participate in candidate recruiting. We manage the process and allow for full and open competition among all subcontractors on a level playing field.

In DC, we provided IT staffing for 39 District agencies. In PA, we provide IT MSP staff augmentation needs to 62 Agencies and COSTARS entities. We currently manage 1,040 concurrent resources for PA, and we have managed up to 675 concurrent resources for DC. We also manage [REDACTED] concurrent resources for the US Army.

As a testament to our ability to develop strong subcontractor relationships, we have grown our Pennsylvania MSP contract from 220 vendors with 65 SDB businesses to a network of [REDACTED] vendors with [REDACTED] SDB vendors. Subcontractors are attracted to OST because of strong management practices, our focus on fairness and equity, and our strong mentoring and coaching efforts. Exhibit I-2 2 shows our results in driving PA ITSA performance success.

OST - Success as the MSP for PA ITSA

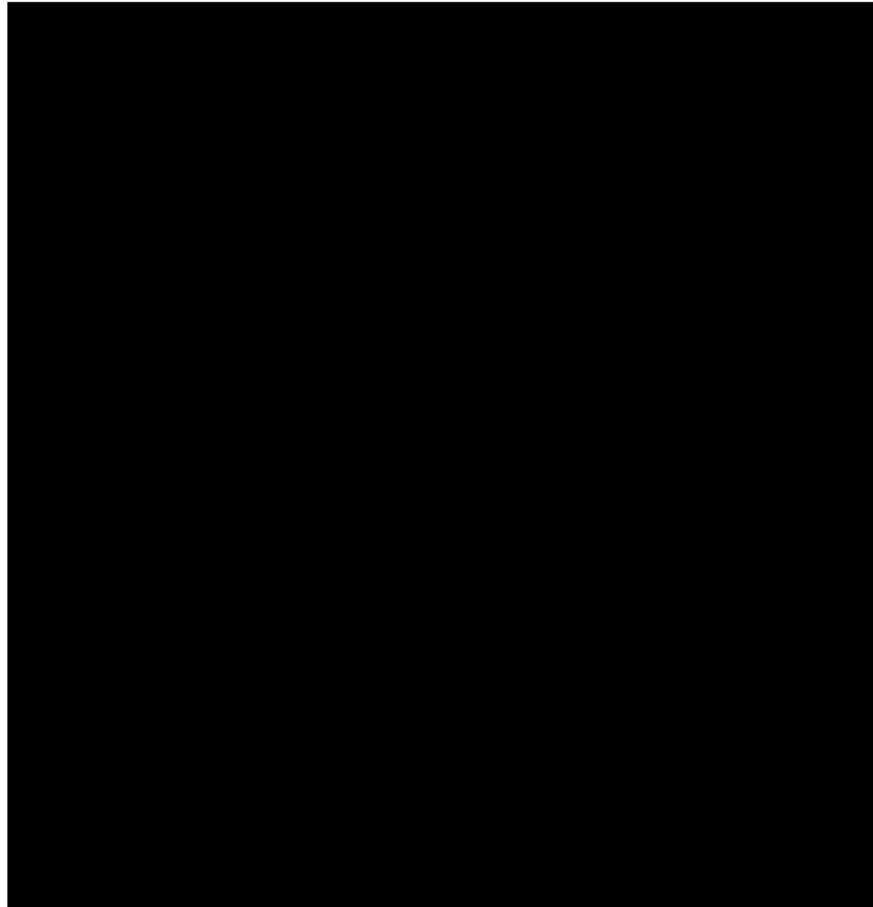


Exhibit I-2 2: OST Results for PA ITSA

OST develops and manages strong subcontractor relationships across all of our MSP initiatives. We work with each customer to develop a process and a set of operating guidelines that ensures that the customer is not required to manage subcontractor relationships but delegates this responsibility to OST. We have a clearly defined relationship with our subcontractors along with strict performance criteria that ensure that we outperform our peers on similar contracts. During the requisition process, we work closely with subcontractors to ensure that all participants understand the needs of the hiring manager and the requirements for the requisition. We use a vendor scorecard to maintain a comprehensive view of subcontractor performance. This scorecard includes requisitions received versus candidates delivered,

candidate submission quality, engaged candidate quality, timesheet and expense compliance, and comparative rate analysis. If we encounter an underperforming subcontractor, we provide guidance and mentoring to work to improve performance. If necessary, we will remove the subcontractor from the program.

OST has the unique capability to continue to drive program success. We are well-positioned to continue to provide a nationally recognized program that is inclusive, cost-effective, and very well received.

- B. Prior Experience.** Include experience in IT staff augmentation services. Using **Appendix C - Project References**, Offerors must submit a summary of at least three (3) staff augmentation contracts where the Offeror was the prime contractor acting as a Managed Service Provider. The project references must indicate the number of IT resources engaged concurrently for each staff augmentation contract. Experience shown should be work done by individuals who will be assigned to the Project as well as that of the Offeror. For each reference, Offerors must submit the names of the contracting parties, a summary of the contract and description of the services provided, the annual and total dollar amount of the contract, and the name, address, telephone number, and email address of the responsible official of the customer, company, or agency who may be contacted.

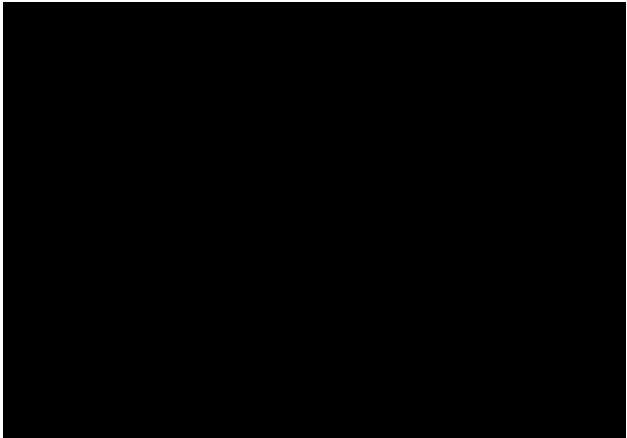
Offeror shall also provide:

1. How many years has the Offeror been in the business of providing IT staff augmentation services?
2. How many companies/organizations are currently using the Offeror's IT staff augmentation services?
3. Details of any industry-recognized quality standard to which it is compliant (such as ITIL), as well as any industry certifications or awards received.
4. An organizational chart showing all levels of management, down to the project manager, that will be involved throughout the entire length of the Contract.

Offeror Response

Years in IT Staff Augmentation Business

OST has 21 years of experience providing world-class Managed Service Provider (MSP) services for state government programs, including the current Pennsylvania IT Staffing contract #4400014660 (PA ITSA). In addition to PA ITSA, we have performed on MSP and staff augmentation contracts for the District of Columbia (DC), Federal Aviation Administration (FAA), and the US Army, with consistently excellent results. We partner with our customers to innovate, improve, and grow MSP programs while maintaining [REDACTED] unmatched by any similar MSP company.

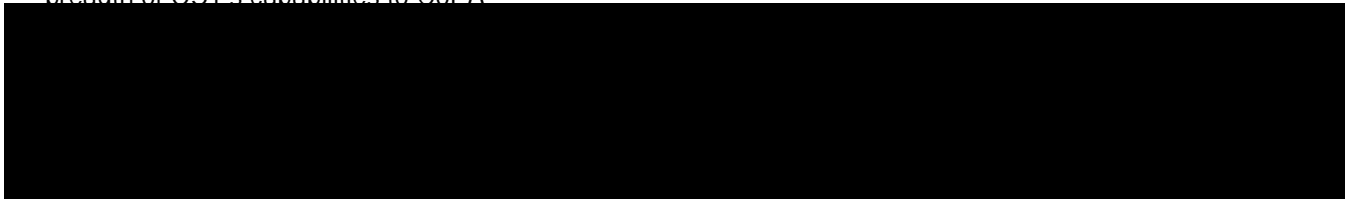


We support and manage the IT, administrative, Research / Development / Engineering (RD&E), and healthcare resource needs of the state, local, and federal government sectors. We have performed services across 300 contracts, and we have worked with thousands of hiring managers to place over 10,000 resources. Our staff augmentation services include hourly and project-based/deliverable staffing.

Over the last five years, OST has supported the CoPA MSP program, during which we met or exceeded every program requirement, grew the program users by [REDACTED] and saved [REDACTED] compared to the prior MSP contract. We also managed the DC ITSA program, providing MSP services for 9 years and saving the city over [REDACTED]. We manage IT staff augmentation resources in the State of Maryland for the Department of Human Services since 2018, New York State since 2019, and Arlington County, Virginia since 2020. At the federal level, we support IT contracts across multiple nationwide customers. Our Appendix C Project References are included in our Jaggaer uploads.

Current Customers for IT Staff Augmentation Services

Exhibit I-2 3 provides a list of our current government and quasi-government staff augmentation customers. We have managed hundreds of state, local, and federal staff augmentation contracts. Our experience does not rely on a few customers. We believe the strength and differentiator for the Commonwealth are that, unlike most MSP vendors, OST also provides staff augmentation to federal agencies. While many of these contract functions are identical, our federal contracts demonstrate our ability to conduct national searches for specialized and/or hard-to-find staffing needs. Also, we have staffed over 300 projects for SOW-based contracts for our customers. The experience we gained from all of these customers contributes to the breadth of OST's capabilities to CoPA



Quality Standards, Industry Certifications, and Awards

OST maintains certifications and appraisals in relevant standards to ensure best-in-class services for our customers. These standards provide us with the basis for our refined and proven best practices. We regularly review current standards and evaluate the value to our customers of new standards and frameworks. We engage in continuous process improvement (CPI) based on current best practices, and we bring these process improvements to our customers. We engage in independent audits and recertifications as needed to ensure that our adherence to standards and adoption of best practices is prompt, effective, and accurate. We also engage with our customers on our use of standards and best practices to gather feedback on our effectiveness in delivering high-quality, repeatable, sustainable, and efficient services that generate the highest possible customer satisfaction. This standards-based focus and level of customer collaboration on standards and best practices are unique among MSP vendors. Exhibit I-2 4 shows the status of OST's current certifications and appraisals.

Standard	Certification / Appraisal Number	Current Expiration	Initial Certification / Appraisal
SO 9001:2015: Quality Management Systems	AIAO-BAR-011413-1	9/16/2021	2018
SO 10002:2014: Quality Management – Customer Satisfaction	AIAO-BAR-011413-1	9/16/2021	2015
SO/IEC 20000:2011: Information Technology – Service Management	AIAO-BAR-011413-1	9/16/2021	2015
SO/IEC 27001:2013: Information Security Management	AIAO-BAR-011413-1	9/16/2021	2015
CMMI-DEV v1.3 ML3: CMMI for Development Level 3	27224	6/28/2022	2005
CMMI-SVC v1.3 ML3: CMMI for Services Level 3	26135	2/9/2022	2016
Defense Contract Audit Agency: Financial System	6431-2014C17740002	None	2015
ANSI/EIA 748: Earned Value Management	Defense Contract Audit Agency: Financial System	N/A	2006

Exhibit I-2 4: OST Certifications and Accreditations

The value to CoPA from our High-Maturity approach is that it enables strategic program management based on predictive analytics, leading performance indicators, and proactive governance. It also drives continuous improvements to optimize performance levels, process / tool integration, returned value for our customers, innovation, satisfaction, and unanticipated successes.

Organization Chart

OST's project and corporate support team members are well-versed with the CoPA needs, and we are familiar with the CoPA labor market. This team provides the Commonwealth with:

- A well run, stable, effective, efficient ITSA program
- The highest quality account management (AM), support analyst (SA), executive, and corporate resources

- Continuous knowledgeable and productive relationships with CoPA ITSA program management staff and agency users
- The highest ability to transform, drive deeper relationships, and better satisfy needs
- The highest probability of continuity during contract transition

OST's local office in Harrisburg (5000 Ritter Road, Suite 105, Mechanicsburg, PA 17055) and our Account Management offices in Pittsburgh (for Western PA) and Philadelphia (for Eastern PA) will provide complete coverage and continuity of service to the Commonwealth, ITSA program managers, Agency users, and the subcontractor network. OST's team for this important contract represents the most qualified, experienced, and knowledgeable individuals providing services to the 62 agencies and hundreds of vendors today. Our CEO and COO participate in quarterly reviews [REDACTED] for PA ITSA. All leadership team members monitor our performance on the PA ITSA program through monthly and quarterly business reviews. Our corporate leadership [REDACTED] PA ITSA is a key customer for OST, and we take the steps necessary to ensure that our performance is the best in the nation. Exhibit I-2 5 shows the OST corporate structure and organization chart from Vijay Narula, CEO, through [REDACTED], the PA ITSA Project Manager involved throughout the entire length of the contract to date.



Exhibit I-2 5: OST Corporate Organization Chart

- C. Personnel.** Describe in narrative form the number of executive and professional personnel who will provide MSP services to the Commonwealth. Show where these personnel will be physically located during the time they are engaged in the Project. Indicate the responsibilities each individual will have in the Project and how long each has been with your company. Provide an organizational chart depicting the project team proposed for this effort.

For key personnel (Project Managers and Account Manager(s)), include the employee's name, title, roles and responsibilities, the percent of time committed to this Project, years of experience in position, other relevant experience, the key personnel's education and any other professional qualifications using **Appendix D – Personnel Experience**. Offeror must also identify an individual with the same or better qualifications, in **Appendix D – Personnel Experience**, who will act as the substitute/temporary Project Manager in case that the assigned Project Manager is unavailable for an extended period of time. Identify if any key personnel are subcontractors.

The selected offeror must provide a Project Manager and substitute/temporary project manager and account manager(s), which meet the following criteria:

1. **Project Manager Duties and Experience:** The selected Offeror must have a Project Manager available throughout the term of the Contract. The Project Manager must function as the Offeror's authorized point of contact with the Commonwealth and must be available to respond promptly and fully to all requirements of the Contract. The Project Manager's responsibilities include, but are not limited to: providing administrative, supervisory, and technical direction to project personnel as well as the network of subcontractors; monitoring work performance for accuracy, timeliness, efficiency and adherence to Contract requirements; coordinating the resolution of Contract problems and the implementation and completion of problem escalation procedures. If requested by the Commonwealth, the Project Manager must meet monthly with each agency during the first six (6) months of the Contract. Agencies may continue meetings with the Project Manager as necessary. The Project Manager must be an employee of the selected Offeror and must be authorized to make binding decisions on behalf of the selected Offeror and all subcontractors. The Project Manager may not be reassigned during the term of the Contract without 60 days prior written notice and the Commonwealth's approval.

The Project Manager must have a minimum of five (5) years of experience with increased levels of responsibility. The Project Manager must have experience managing projects of similar size. Additionally, the Project Manager must demonstrate effective oral and written communication skills. A temporary Project Manager must be designated and available in the absence of the Project Manager and must have at least the same qualifications that the named Project Manager possesses.

2. **Account Manager(s):** In addition to a Project Manager, the selected Offeror must have a team of Account Managers that are responsible for the day-to-day activities of the Contract (i.e. assistance with resource requests, disciplinary actions, etc.) and the main point of contact for the agencies. The project team of account managers must be of sufficient size to manage the Contract.

The Commonwealth must approve all key personnel (including Project Manager and Substitute Project Manager) appointments and replacements prior to the individual being assigned to the Commonwealth account.

If at any time during the term of the Contract the selected Offeror's organizational structure or personnel involved with the Contract changes, a new organizational chart must be provided to the Contract Manager within thirty (30) days of the change.

Offeror Response

OST provides a team that delivers on all aspects of a successful MSP program. We provide a Harrisburg-based project team of managers, account management experts, staffing professionals, and corporate operations, accounting, contract, and legal staff. We also provide IT subject matter experts (SMEs) with deep and extensive hands-on experience and knowledge of the Commonwealth's current resource requirements and operations. The current dedicated project team, who work out of offices in Harrisburg, Philadelphia, and Pittsburgh, includes our key staff members, [REDACTED]. These resources are responsible for the current PA ITSA program's success and will lead the MSP services and enhancements required for the new PA ITSA contract. The entire team will support the program throughout all contract transition activities and ongoing operational support, providing continuity of service and "business as usual" with all using agencies and hiring managers.

[REDACTED] to Account Managers, the PA ITSA Project Manager, and any of our professional and executive staff as needed to ensure that requirements and requests are addressed quickly and effectively. Our Account Managers are in daily contact with their Agency customers, and our Project Manager communicates daily with Account Managers and Hiring Managers as needed. The Project Manager meets monthly with each agency to share information and ensure that we are as responsive as possible to all Agency and COSTARS needs.

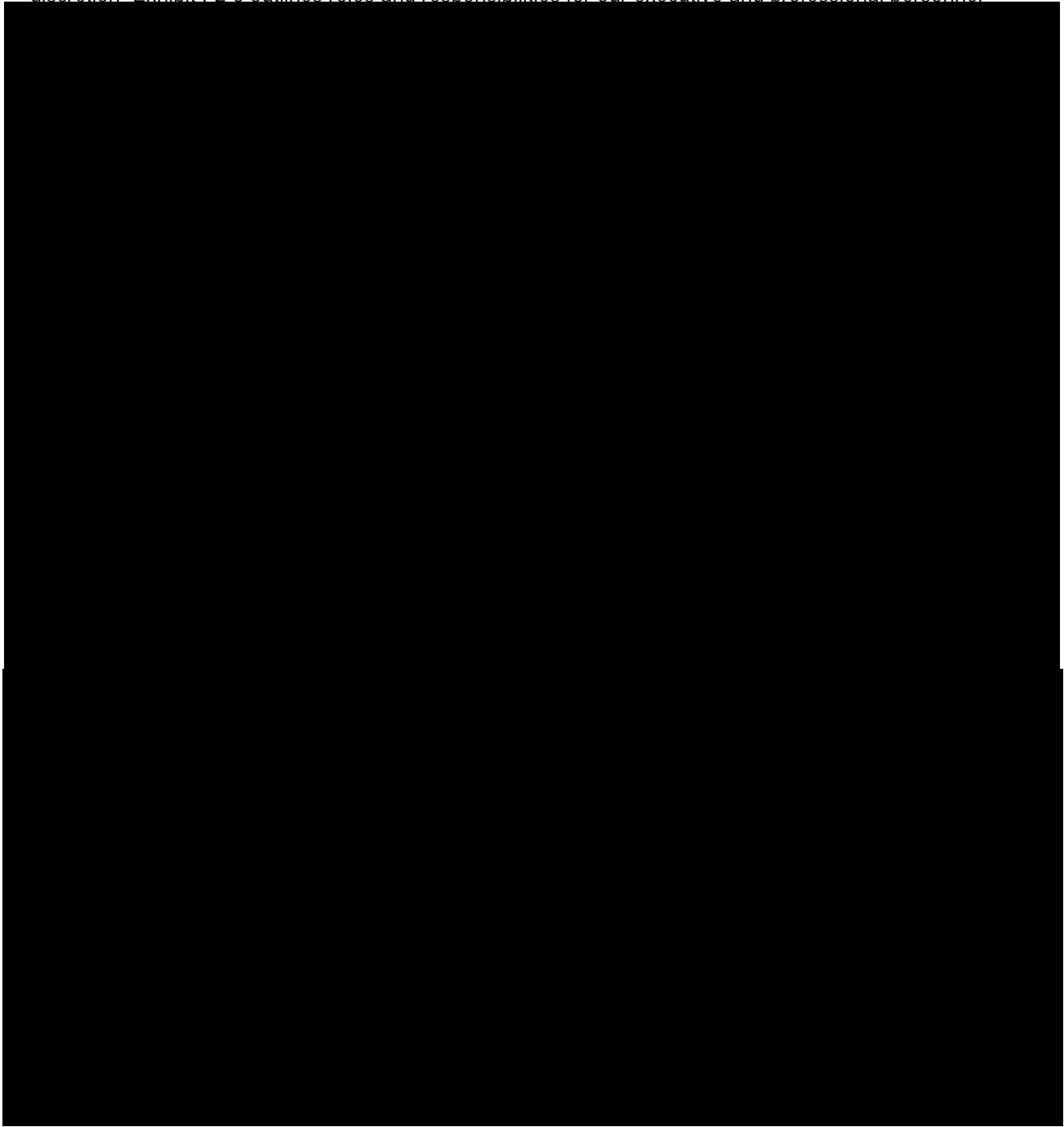
Executive and professional personnel: The OST project team and our executive leadership team are committed to meeting and exceeding contract expectations for the PA ITSA program. [REDACTED]

[REDACTED] meets with the DGS Contract Administrator quarterly to provide a quarterly business review and address any DGS questions or feedback.

Our organizational structure ensures direct and clear oversight by OST's executive management, unencumbered by multiple management layers. This structure streamlines the delivery and support by corporate support functions such as Accounting, Contracts, Human Capital Management, Recruiting, Strategy, and Business Performance, Quality Management, and Executive oversight.

OST provides dedicated executive management and oversight of PA ITSA operations. We provide an escalation path to the OST CEO that ensures that any issues encountered are promptly addressed to CoPA's satisfaction. In the event of an issue, DGS leadership and the CoPA contract manager are encouraged to address the issue with the onsite PA ITSA Project Manager, who has full decision authority

to take steps to ensure best-in-class customer satisfaction and strong delivery on our performance metrics. The Commonwealth can also reach out directly to the OST COO or CEO to escalate an issue at CoPA discretion. Exhibit I-2.6 outlines roles and responsibilities for our executive and professional personnel.

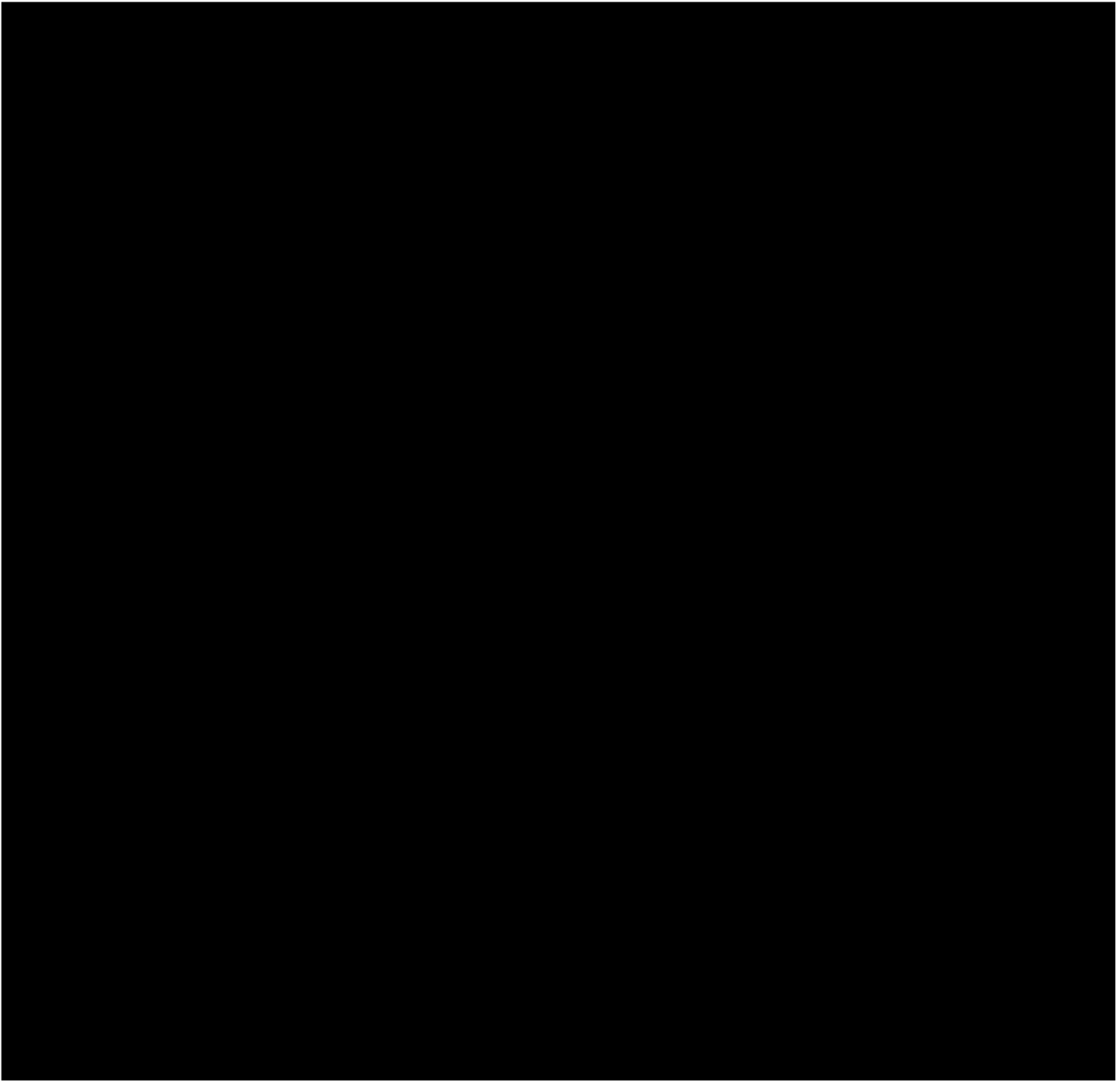


Key Personnel

Our primary Project Manager, [REDACTED] and our temporary Project Manager, [REDACTED] have become trusted advisors to CoPA. They have demonstrated initiative and agility in

[REDACTED] response to unexpected requirements, such as our rapid response to COVID-19 remote work needs, which resulted in minimal disruption to work in progress. Their efforts to address these unique needs allow the Commonwealth to receive excellent continuous support even in significant operational and logistical challenges. They have established credibility with program stakeholders, subcontractors, contracted resources, and agency users, who have found their advice valuable and thoughtful. Today, the PA ITSA program is operating at a high bar, with exceptional SLA performance, strong SDB utilization, and very little "news," which is reflective of the quality management and leadership provided by these key persons. [REDACTED]

[REDACTED] Each has promoted PA ITSA growth to COSTARS agencies, focusing on driving program innovation to improve the PA ITSA program continuously. Both [REDACTED] have received numerous kudos from program stakeholders in managing vendors, resources, and the management of issues and challenges. OST will notify CoPA of any changes to the project organizational structure and provide a revised organization chart within 30 days of the change. OST will not reassign the project manager without 60 days prior written notice and the Commonwealth's approval. Exhibit I-2 7 shows OST's key and integral personnel per RFP Appendix D, and all personnel are OST employees. **Appendix D - Personnel Experience** shows the experience of our Key and Integral positions.



- D. Subcontractors:** Provide a subcontracting plan for all subcontractors, including small diverse business and veteran business enterprise small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract

resulting from this RFP, subcontractors included in the proposal submission are deemed approved. Offeror shall use **Appendix E – Subcontractor List** to identify each subcontractor in its subcontracting plan and identify the following:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description Positions to be provided;
5. Number of years in business;
6. Professional Qualifications. For each subcontractor, include a copy of each certification (as applicable).

Offeror Response

Our Subcontracting Plan is included as an attachment in Section 1.1.9, and the Appendix E Subcontractor List is included as an attachment in Section 1.1.5 in Jaggaer. These same subcontractor network participants have provided strong support and contributed to an active and successful MSP program for CoPA. This list also includes ■ additional SDB and VBE companies that we have qualified to become part of the subcontractor network for the new PA ITSA contract. These subcontractors will continue to provide resources that meet or exceed Hiring Manager requirements. Our subcontractor network will continue to evolve, with a particular focus on subcontractor onboarding for qualified VBE and SDB network participants. During contract transition, we will review the Appendix E Subcontractor List with DGS and make any changes required prior to executing new Subcontractor Agreements with our network.

OST is confident in our ability to achieve the diversity goals for SDB and VBE subcontractors while having an open network of local, regional, and national companies to provide all levels and categories of resources to support CoPA. Exhibit I-2 12 shows the makeup of our subcontractor network.

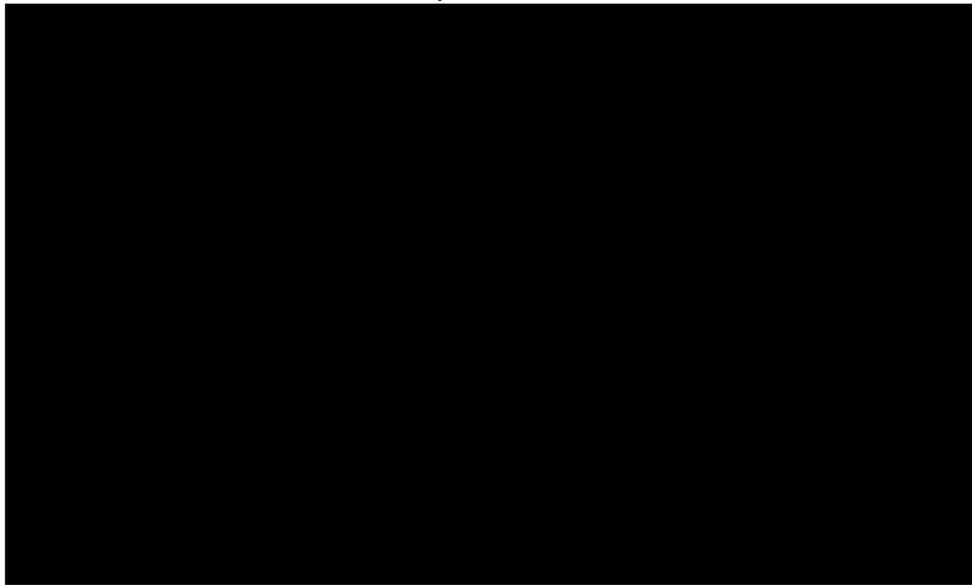
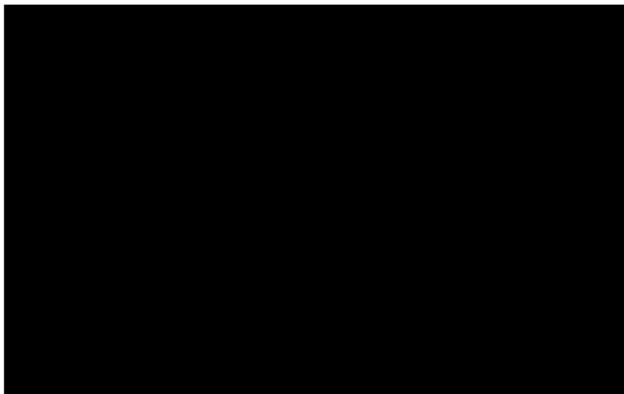
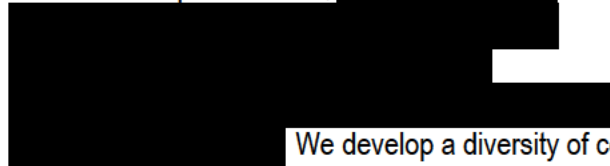


Exhibit I-2 8: Subcontractor Network Characteristics

We execute a subcontractor agreement for each participant in the PA ITSA program. During contract transition, we will execute new agreements with each subcontractor company. Our subcontractor agreement includes all terms and conditions directed by DGS as well as subcontractor performance standards. We ensure that CoPA's interests are represented and protected. We will review current SLAs and performance standards with DGS, and we will include any required updates in the new subcontractor agreement. We will continue to raise the bar with subcontractors to encourage subcontractors to exceed SLA and performance targets.



Subcontractor selection and onboarding: OST maintains an impartial, objective process that enables a wide variety of subcontractors to participate in the PA ITSA network. During the subcontractor selection process, we verify capabilities and conduct due diligence to validate subcontractor performance,



We develop a diversity of contractor types by carefully selecting subcontractors

based on our requirements and criteria for SDB and VBE contractors, and [REDACTED]
[REDACTED] This enables a greater variety of candidates and provides smaller but highly capable companies with growth opportunities. In addition, we conduct regular outreach sessions to attract new qualified subcontractors, with a particular focus on small, diverse, and veteran businesses that are located in the communities that the State serves. In addition, we will work with CoPA and customer agencies to ensure that we roll over the subcontractors that are currently strong performers, and we will solicit recommendations from DGS for potential new subcontractors.

I-3. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

OST has strong financial stability and full economic capability to perform all PA ITSA contract requirements. We are fully prepared with all necessary financial resources to avoid working capital issues during contract performance. In our 21-year history, [REDACTED]
[REDACTED]

Proven Financial Stability and Economic Capability

OST has the financial ability to manage and accommodate subcontractor payments using existing resources. During our PA ITSA period of performance, we have never missed a payment to our subcontractors and providers even when payment from clients has been delayed. Over the past 12 months, OST has carried an average of [REDACTED] in outstanding payments for the Commonwealth, with no held or late payments to subcontractors or vendors. [REDACTED]
[REDACTED] making OST a trusted partner that is committed to the mission and success of the PA ITSA program.

Exhibit I-3 1 below shows the monthly outstanding amounts for February 2020 through January 2021, with the highest monthly balance of [REDACTED].

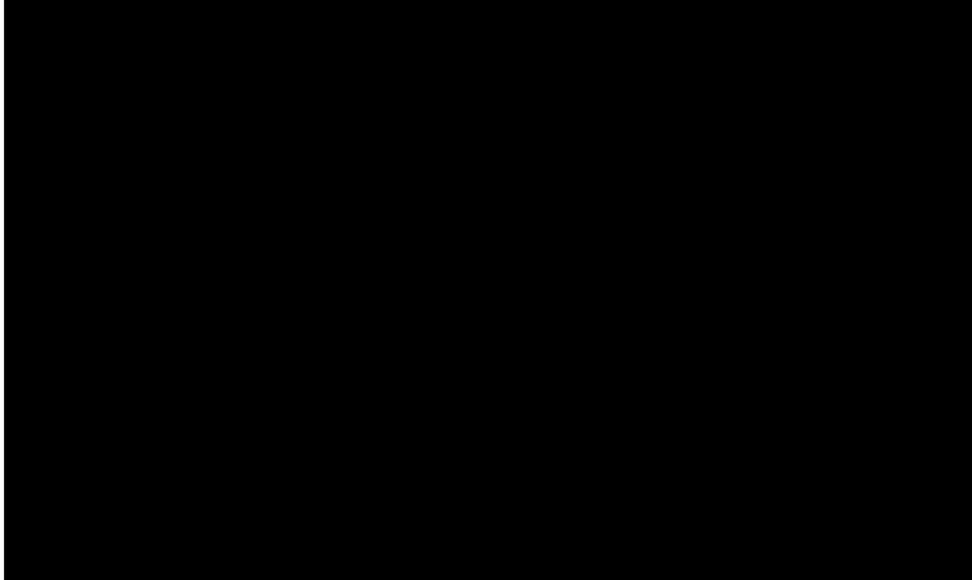
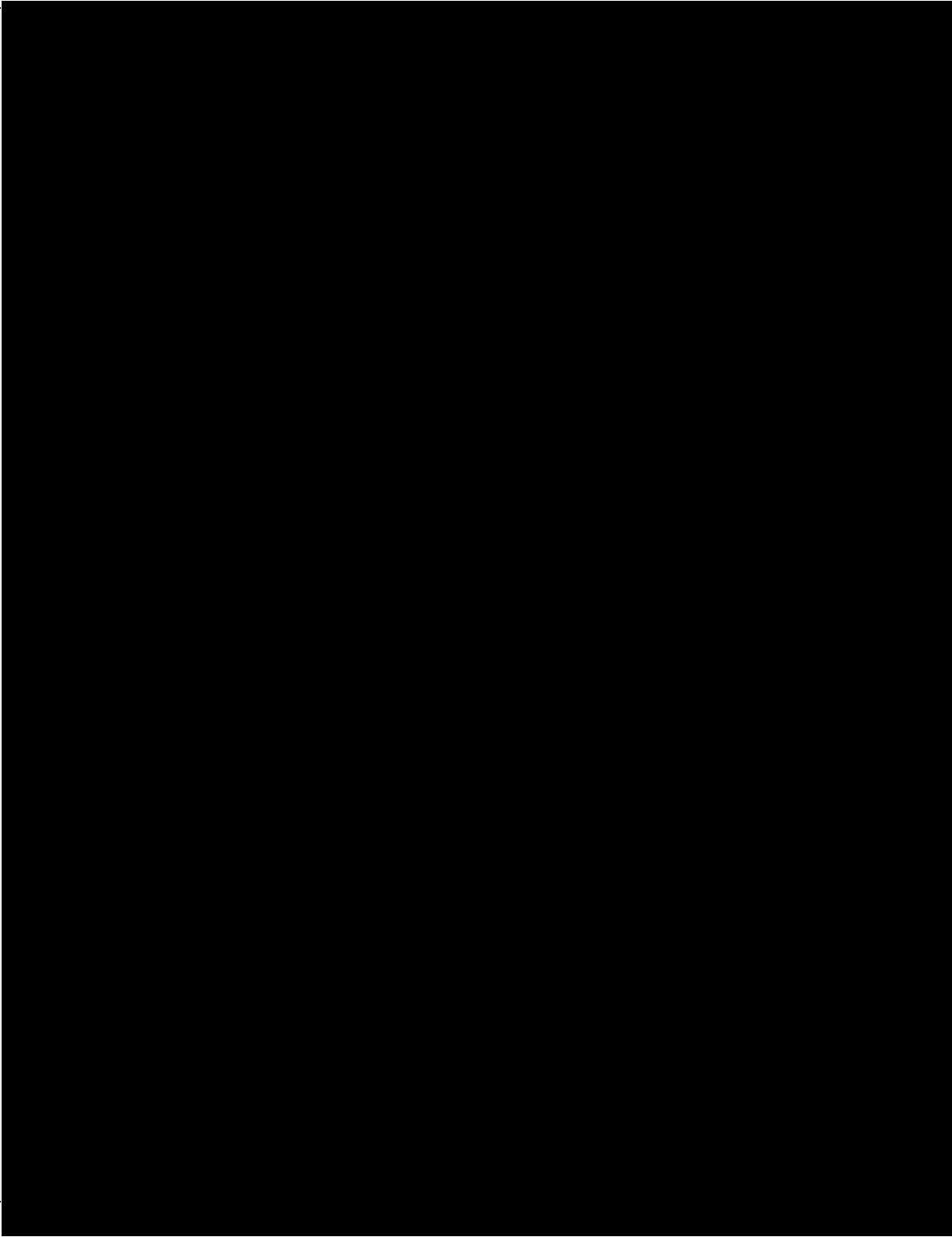


Exhibit I-3 1: OST PA ITSA Carrying Balances – 02/2020-01/2021

OST provides tight integration between our accounting, finance, and contract teams. Our program management team and the OST corporate finance department perform financial management activities to ensure stable payments throughout the contract.

OST is financially stable at the corporate level, with the capability to provide working capital during contract performance, as shown in the Bank Letter in Exhibit I-3 2.



OST is characterized as an "A" company by Dun & Bradstreet, representing low risk, rich firmographics, extensive commercial trading activity, and comprehensive financial attributes, all of which reduce risk and provide a strong PA ITSA program to the Commonwealth. In addition, OST has the highest PAYDEX® SCORE among its peers within the MSP industry. Our D&B Paydex Score of 79 represents the lowest risk within the industry in measuring the timeliness of payments to its vendors.

Further, we have a Defense Contract Audit Agency (DCAA) approved financial system that complies with stricter cost accounting rules than the commercial Federal Accounting Standard Board (FASB) accounting rules.

I-4. Requirements. The selected Offeror must abide by each of the requirements listed below, and if applicable, describe how the requirement will be met.

A. Compliance. The selected Offeror shall comply with:

1. All applicable laws and procedures that govern the Commonwealth and/or agencies.

Offeror Response

OST acknowledges the requirements for all deployed resources and will comply with all applicable laws and terms, processes, and procedures that govern the Commonwealth and/or agencies, including all federal and state laws related to the use and disclosure of information.

B. Vendor Management System (VMS). The selected Offeror must provide and administer a VMS throughout the term of the contract and as further defined in this section. The VMS must be hosted by the selected Offeror and adhere to the following Commonwealth requirements:

- a. The Requirements for Non-Commonwealth Hosted Applications/Services located in **Appendix F**.
- b. The Standards, Policies and Cloud Use Case Submission as outlined in [**ITP-BUS011 Commonwealth Cloud Computing Services Requirements**](#).

Offeror Response

OST provides VectorVMS to support the PA ITSA contract for providing MSP services. VectorVMS is a cloud-based VMS system hosted and managed by VectorVMS for the PA ITSA program per a Channel Services Agreement with OST, Inc. The agreement between OST and VectorVMS dates back to 2008 and includes the reliable provisioning of the VMS software with system availability SLAs and data accessibility

throughout the agreement's life and for three years thereafter.

ST will provide a VMS continually throughout the term of the PA ITSA contract.

OST acknowledges and adheres to the following Commonwealth requirements:

- The Requirements for Non-Commonwealth Hosted Applications/Services located in Appendix F and uploaded with this submittal.
- The Standards, Policies, and Cloud Use Case Submission as outlined in ITP-BUS011 Commonwealth Cloud Computing Services Requirements.

VectorVMS supports customers with their MSP needs. Security, reliability, and availability are of paramount importance to their customers and to OST for its MSP contracts. The is a proven hosting provider for many other major software companies. The primary site is far from the backup site, so in the event of a local or regional disaster, the VectorVMS system will continue to support PA ITSA users exactly like the primary site and with the same high-availability and fault tolerance.

C. Resource Engagement and Restrictions.

1. **Right to Represent:** The selected Offeror must have the express consent of each candidate the selected Offeror submits in response to an agency requisition, either directly from the candidate or through a member of the selected Offeror's network who has the legal right to represent the candidate in matters of work assignment. Upon request by the agency, the selected Offeror must supply a completed **Appendix H - Right to Represent Acknowledgement** form as evidence of its right to represent a specific candidate. The selected Offeror may use its own form as a substitute **with written approval by the Commonwealth.**

Candidates provided in response to agency requisitions for which it is determined that the selected Offeror did not have the right to represent will not be credited toward the selected Offeror's compliance with applicable performance metrics and SLAs concerning the number and timing of candidate submittals. Repeated instances of the selected Offeror providing candidates for which the selected Offeror does not have the express right to represent may result in the Commonwealth exercising its rights under the Contract, up to and including termination.

Offeror Response

OST acknowledges and will comply with the requirement to have a Right to Represent Agreement (RTR) for each candidate presented to Hiring Managers.

[REDACTED] We make the RTR available on the PA ITSA portal as well as in the VectorVMS dashboard, and we identify the requirement for an RTR within the VectorVMS Compliance Manager. [REDACTED]

With this form, candidates submitted for consideration are confirmed to be represented by the presenting subcontractor. The form also requires affirmation from the candidate of the start date of the engagement, the requirement to remain available for the entire duration of the engagement, and the availability for Hiring Manager interviews. [REDACTED]

[REDACTED] We include training topics for subcontractors as well as documentation and user guides that provide clear direction on the Right to Represent agreement. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This proposed RTR format is in use on the current PA ITSA program and is shown in Exhibit I-4 1.

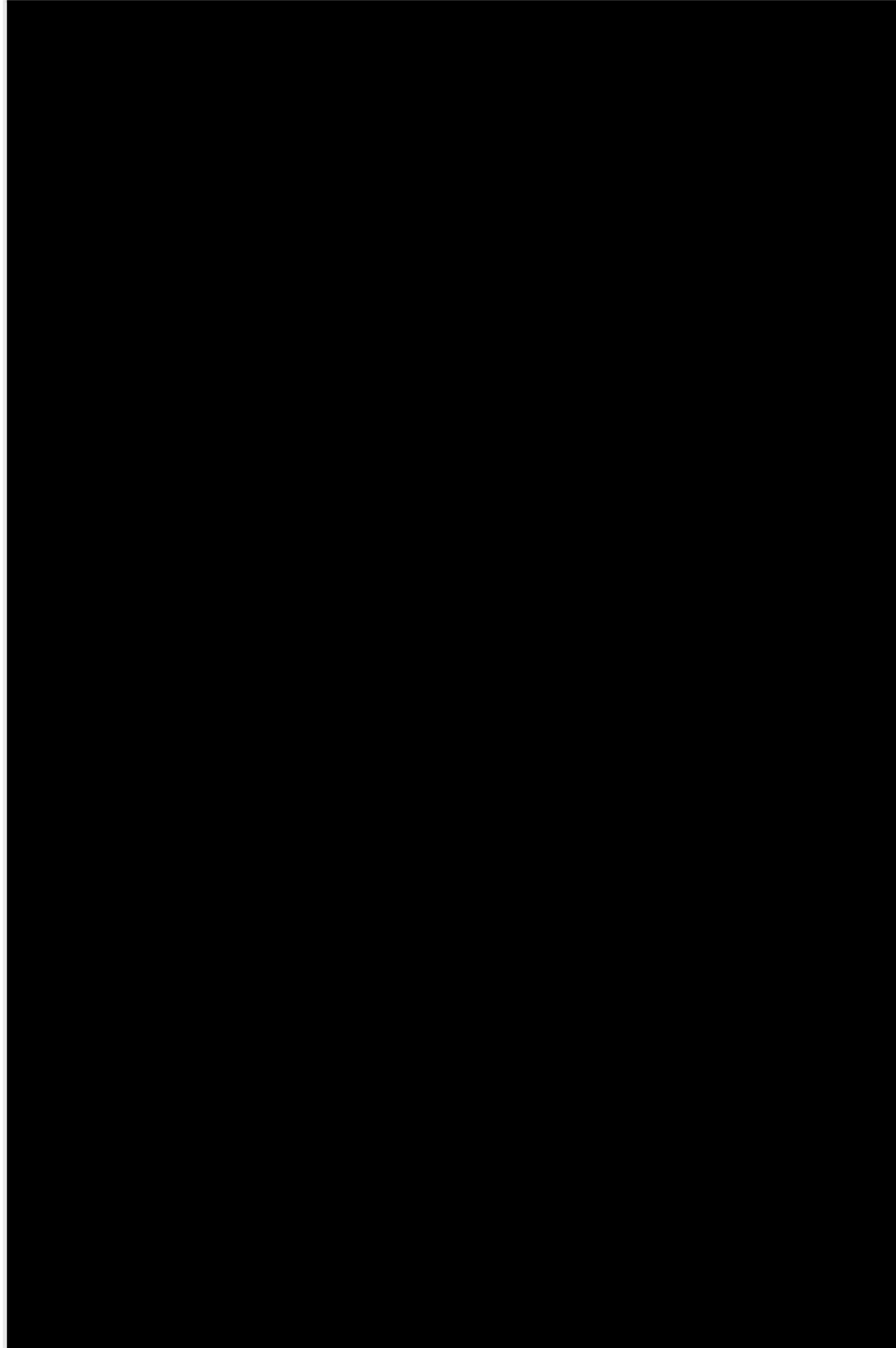


Exhibit I-4 1: PA ITSA Right to Represent Acknowledgement

Recommended Right to Represent Process Enhancements

Historically, the Right to Represent agreement that is currently in use has been very effective in avoiding duplicate submissions and ensuring compliance with our candidate representation guidelines. Due to impacts

from COVID-19 and increasing remote work taking place at Agencies, [REDACTED]

2. **Background Checks:** The selected Offeror must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to Commonwealth locations and/or data, either through on site or remote access. Background checks will be conducted by the selected Offeror or its subcontractors according to policy and practice of the selected Offeror and consistent with Commonwealth policies. The background check must be conducted prior to initial access by the selected Offeror and/or subcontractor staff and occur every year thereafter until end of engagement. Before the Commonwealth will permit the selected Offeror or subcontractor personnel access to Commonwealth facilities and/or data, the selected Offeror must provide written confirmation to the agency that the background check has been conducted.

Any background check requirements must comply with Commonwealth Information technology Policies (ITP) as described in ITP_SEC009 - Minimum Contractor Background Checks Policy.

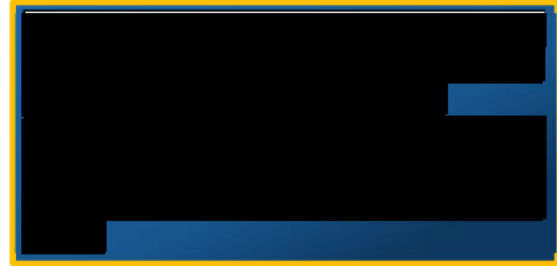
The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.

Failure of the selected Offeror to comply with the confidentiality and security requirements may result in default of the selected Offeror under the Contract. In addition, unauthorized access by any employees or resources placed by the selected Offeror may result in immediate removal of such employees or resources and civil actions or criminal prosecutions.

Offeror Response

Every PA ITSA contracted resource must successfully complete the Pennsylvania Access to Criminal History (PATCH) process in accordance with ITP SEC009, Minimum Contractor Background Checks Policy. As part of [REDACTED], we work with each Hiring Manager to accommodate individual Agency vetting requirements in addition to PATCH. We track Agency PATCH progress and completion in the VectorVMS Compliance Manager to ensure that we provide a consistent and custom approach to each Agency. As background check requirements change, we maintain the flexibility and collaboration needed to modify requirements and maintain full Agency compliance.

OST shall notify the Commonwealth Agency of any criminal offense that appears on the PATCH, and that Agency, in consultation with Capitol Police, have a sole determination if the negative information disqualifies the candidate. In the event that a candidate is disqualified, we work with the Hiring Manager to review the candidate next in line, or we conduct a search for a new round of candidates.



In addition to completing PATCH background checks, we also support CoPA Agency requirements for additional background checks.



These additional requirements are tracked in the VectorVMS Compliance Manager for compliance and renewals.

When a subcontractor receives an engagement request, we inform them of the background check requirements for the position. All subcontractors must verify their understanding of these requirements and agree to comply. The subcontractor must also confirm the understanding that OST, in consultation with the CoPA, can reject or terminate a resource based on negative information uncovered in background checks or qualification process. We conduct periodic subcontractor training on background check requirements, the PATCH process, and individual Agency background check requirements.

During the background check process, the Account Manager receives background check disposition status and progress alerts. Our staff verifies that all resources have completed background checks before onboarding. Additionally, we train subcontractors in the process, and we provide regular agency-specific updates to subcontractors for unique background check requirements. After receiving written confirmation of background check completion in the VectorVMS Compliance Manager, this written confirmation can be viewed by the Hiring Manager in VectorVMS as required. We track completion and the required renewal date for PATCH records. OST Account Managers follow up with subcontractors to ensure that PATCH records are renewed annually in order for the resource to continue in their engagement.

OST acknowledges that the Commonwealth reserve the right to conduct background checks of the resources. We understand that failure to meet this requirement will cause a subcontractor to be removed from the contract. We make this clear to the subcontractor every time. In addition, unauthorized access by any employees placed will result in immediate removal of such employees and civil actions or criminal prosecutions.

Recommended enhancement for conducting background checks. As a supplement to the PATCH background check process, OST recommends



3. **Disclosure:** Candidates/Resources must disclose any conflicts of interest upon accepting engagement with the Commonwealth and anytime thereafter.

Offeror Response

OST account managers ensure that all candidates disclose any conflicts of interest prior to accepting an engagement with the Commonwealth and anytime thereafter. Our subcontractor agreement includes a requirement for each subcontractor resource to disclose all pertinent conflict of interest information, with violations and possible subcontractor suspension from the network if conflicts are not made known timely and completely.

We remind our subcontractors of Conflict-of-Interest requirements during training and during weekly calls.

Throughout an engagement, OST reminds subcontractors of COI requirements. If a conflict of interest arises during an engagement,

4. **Confidentiality Statements:** Commonwealth requisitions may require the selected Offeror's resources to access confidential and/or secure data. Prior to the start of an engagement, the selected Offeror's resources may be required to sign a confidentiality statement.

Offeror Response

OST has clear, written policies regarding the treatment of confidential information. We incorporate a confidentiality provision in each subcontracting agreement. Hiring Managers that require confidentiality statements from contracted resources can identify this requirement to the OST Account Manager during the

requisition creation process. The AM will notate this and provide a template within VectorVMS so subcontractors are aware of Confidentiality Statement requirements before remitting candidates. [REDACTED]

[REDACTED] These steps in the submission phase of the life cycle commit candidates to the requirement and complete a prerequisite step for onboarding once the Hiring Manager selects the candidate.

OST has worked with confidential and secure data for multiple customers, including the Department of Education, Internal Revenue Service (IRS), and Department of Homeland Security (DHS). Our Account Team takes affirmative steps to protect any confidential information in our custody, and we extend these protective steps to our subcontractors and resources. [REDACTED]

5. **Badges:** Candidates may be required to obtain a security badge to gain access to buildings or work areas, at the selected Offeror's expense. The selected Offeror, subcontractors and resources must comply with the requirements of [Management Directive 625.10 Card Read and Emergency Access to Certain Capitol Complex Buildings and Other State Office Buildings](#).

Offeror Response

When a security badge is required for access to CoPA or COSTARS facilities, OST facilitates the badging process and ensures that badges are renewed annually or as required. [REDACTED]

[REDACTED] OST coordinates with the subcontractor for obtaining the badges, and we provide guidance for the issuance during onboarding, proper use, and return of the badge during offboarding.

OST's subcontractors and resources comply with the requirements of Management Directive 625.10, Card Read and Emergency Access to Certain Capitol Complex Buildings and Other State Office Buildings. This requirement is included in the OST subcontractor agreement, including guidelines for making sure that badges are visible and the requirement that badges must be worn at all times while in a CoPA facility. OST PA ITSA program team members who require access to CoPA facilities to provide MSP services will also comply with Management Directive 625.10 and will acquire a security badge [REDACTED]

6. **Employment Restrictions.** The Commonwealth requires that the selected Offeror agree and require that its subcontractors agree, that any non-compete or similar employment restrictions will not be enforced against any candidates placed under this Contract and who desires to remain at the agency and are able to come to terms with a subcontractor of the selected Offeror, or directly with the Commonwealth, for continuing their placement.

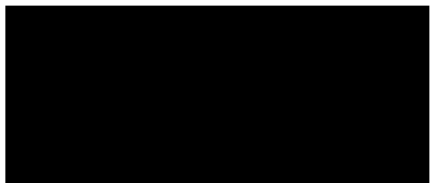
Offeror Response

OST will include language in all of its subcontracting agreements with subcontractors in the network that prevents enforcement of non-compete or any other employment restrictions on employees/resources working in the program. Additionally, the agreements will explicitly state that at any time, the Commonwealth may hire a subcontractor's resource.

- D. User Guide:** The selected Offeror must develop and maintain a user guide for use by the end user agencies. The user guide must define the staff augmentation process from resource engagement development to the conclusion of the resource engagement. The user guide must describe the process for agencies using the Contract to obtain IT staff augmentation resources. The user guide must describe the Contract in general, guidelines for use, user roles and the process for using the Contract. The user guide must be submitted to the DGS contract manager for review within 30 days of the notice to proceed and is subject to Commonwealth approval.

Offeror Response

OST will provide a comprehensive user guide for all Commonwealth end users. The user guide will define the staff augmentation process that includes resource engagement decisions, performance reviews, and offboarding decisions. This CoPA user guide is available to all users on the program website and is loaded into the Attachments section of the VectorVMS dashboard.



This user guide will be very familiar to users as it will adopt the same layout and style as the guide being used successfully in today's program, providing continuity for the user. This "new" user guide will include updates to reflect new contract terms, screenshots, and other program-specific information, such as VectorVMS enhancements, an affirmation of performance expectations for placed resources, monthly evaluation of resources, an SDB target of 64% utilization, and a 6% VBE utilization goal.

Within 30 days of receiving our Notice to Proceed, [redacted] will deliver the CoPA end user guide to the DGS CA for review and approval. [redacted]

[redacted] A final user guide will be developed and shared with agency users prior to the start of the PA ITSA program [redacted].

We will continue to conduct continuous review and improvement of our user guide to ensure that guidelines to Agency users, subcontractors, and resources remain current as the PA ITSA program evolves. [redacted]



- E. Continuing Education.** The Commonwealth will reimburse the selected Offeror for off-site billable hours (up to 24 hours per contract year) for a licensed professional resource to attend continuing education training (“training”), if the training is required to maintain a license. The selected Offeror must notify the agency in writing (i.e. through the VMS, email, etc.) prior to the resource attending training and the request must include a justification of how the training applies to maintaining the resources license. If the agency approves the training and upon the resource successfully completing/passing the training, the selected Offeror may invoice (under the current PO) for reimbursement of the off-site billable hours. Proof of attendance and/or a certificate of completion must be submitted with the invoice.

The selected Offeror will keep track of all training hours and shall not exceed the 24-hour maximum per resource. Documentation of training and continuing education credits will be kept in a personnel file and a copy give to the agency supervisor.

The Commonwealth will not incur any additional costs for continuing education and training (i.e. fees to attend course, travel, etc.) other than what is describe herein.

Offeror shall acknowledge the above requirement

OST acknowledges, appreciates, and will comply with the Commonwealth’s continuing education reimbursement requirements of up to 24 hours per contract year for maintaining a license only. OST will include these requirements in the subcontracting agreement and training of both end-users and subcontractors.



- F. Travel Expenses:** The Commonwealth requires the selected Offeror provide resources to meet the needs of the agencies at various locations (i.e. assigned work location) throughout the Commonwealth without the need for significant travel on the part of the resource. The Commonwealth will not reimburse the selected Offeror for travel, meals, lodging or other expenses except when the Commonwealth requires a resource to travel outside of his or her assigned location (i.e. assigned work location) Reimbursement will be made in accordance with the [Commonwealth Travel Policy](#) and [Commonwealth Management Directive 230.10](#) and if all of the following criteria is met:

1. The Commonwealth requires the resource to travel outside of his or her assigned work location
2. The travel is pre-approved by the agency and the Contract Manager.
3. A travel line item is reflected on the purchase order
4. All necessary proof of travel (refer to Management Directive 230.10 above) must be submitted to the Agency supervisor in a timely manner. Requests for reimbursement beyond 60 days of the original travel date will not be reimbursed.

Offeror shall acknowledge its understanding of the above requirement and identify any process/procedures that will be used to educate all resources deployed to the Commonwealth on the above travel requirements, including the need to submit proof of travel in a timely manner.

Offeror Response

We acknowledge the above requirements, including Commonwealth Management Directive 230.10. We coordinate travel outside of a resource's local area when the need arises and when the travel is approved by CoPA. The Hiring Manager or purchasing agent provides a separate line item for travel on a resource's PO reflecting that potential expenses have been funded. OST confirms the PO line item and loads the updated PO to VectorVMS and the engagement record for the resource. These requirements are included in our Subcontractor Agreement and are explicitly covered during subcontractor onboarding.

Expense Management Process

The OST MSP team closely monitors and manages the expenses process so that only authorized contractors may submit for reimbursements. Contract resources ensure that expense reports are only submitted when they travel outside of their assigned work location with Commonwealth approval, there is a travel line item reflected on their purchase order, and there is a fixed deadline for the resource to submit the expense. Subcontractors provide detailed expense reports and receipts upon completion of travel. This report and all receipts are uploaded in the VectorVMS expense module with the total reimbursement amount and require Agency approval prior to invoicing. All expense approvals are logged with approver name, date, and time stamp and are available to CoPA on demand.

The CoPA Hiring Manager will indicate on the requisition whether travel is required for the position and if travel expense reimbursements are allowable for each contractor position.

[REDACTED] along with any other documentation related to the contractor's assignment, can be attached to their engagement record in VectorVMS for easy access by the Agency. These steps ensure that all stakeholders (with

appropriate roles and permissions) have the ability to view travel documentation by Agency, by resource, and by subcontractor company, providing full transparency into contract resource travel activities.

The Expenses Module of VectorVMS (sample screenshot in Exhibit I-4 2) is a full-featured workflow that

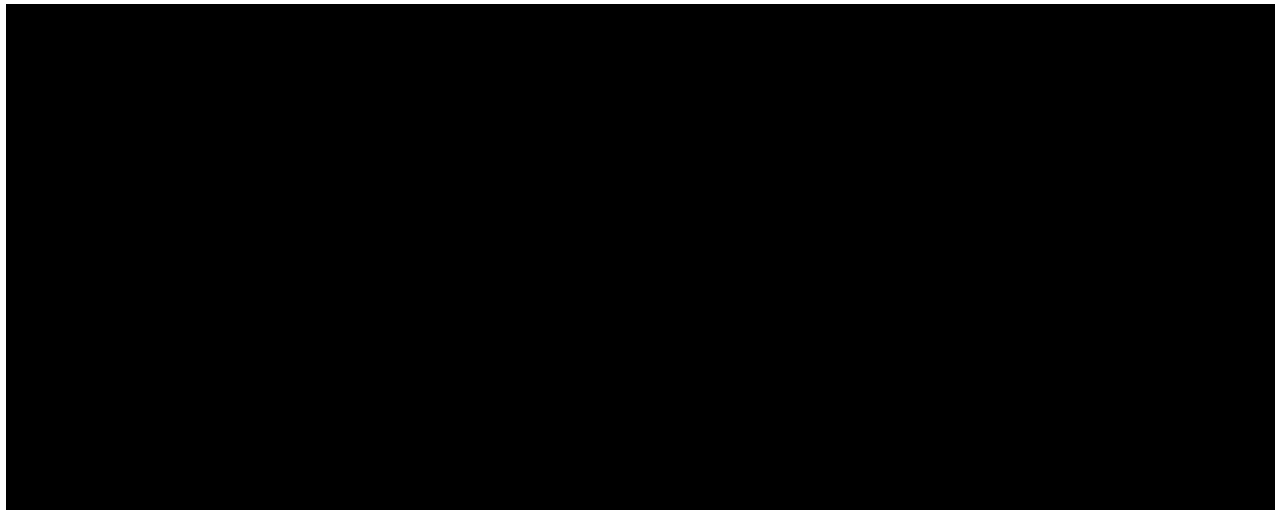


Exhibit I-4 2: VectorVMS Expense Report Details

includes submission of expense line items, upload of documentation or receipts, approval from Commonwealth Hiring Managers, notification to OST for invoicing, and notification to the subcontractor for resource reimbursement.

Our VectorVMS Expenses module configuration includes validation of authority for individual resources to submit travel expenses. Resources that are not pre-authorized to submit VectorVMS expense reports will not see an option to submit expenses.

Education/Training for Submitting Expenses

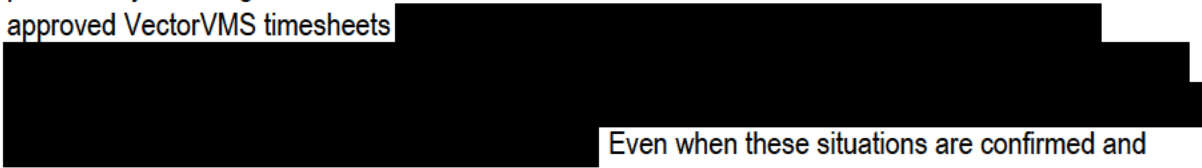
OST has developed training material (PowerPoint, User Manuals) for training subcontractors and resources for submitting expenses in VectorVMS. This includes policy information on Commonwealth travel rules and regulations (this may be customized to each Agency) and required documentation to be included with expense reports. During onboarding of subcontractors and resources, the Account Manager will provide appropriate training.

In addition, the OST Account Manager provides a quick reference guide and training to the hiring manager, or the appropriate designee, on how to view and approve expenses within the VMS.

- G. Overtime and Holiday Policy:** All hours worked during an engagement will be paid in accordance with the rate for the appropriate job title and skill category set in the Cost submittal for the resource's job title and skill category. The Commonwealth will not pay or reimburse for any overtime and/or holidays worked by a resource under the contract.

Offeror Response

OST acknowledges that no overtime or holiday differentials will be invoiced or charged to the Commonwealth. OST will only invoice the Commonwealth for work hours approved and only at the rate established for the title and skill category in the OST cost submittal. VectorVMS will store the cost submittal rates and prevent any invoicing above those contracted amounts. In addition, the OST account team reviews the approved VectorVMS timesheets

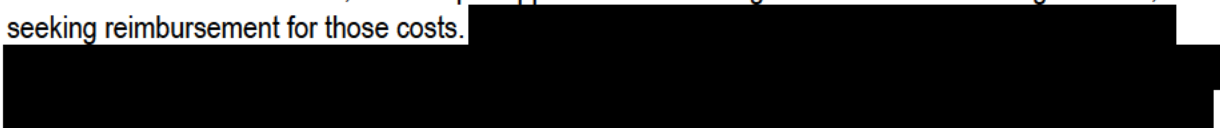


Even when these situations are confirmed and approved, OST only invoices at the contracted rate. The OST subcontracting agreements will clearly state that reimbursement is strictly for approved hours in VectorVMS and at the rate defined for the job title and skill category. The OST subcontracting agreement also requires that all Department of Labor laws are followed by the subcontractor regarding overtime.

- H. Other Expenses:** The Commonwealth will not pay for any costs in addition to the rate for the appropriate job title and skill category set forth in Cost submittal for a resource to perform his or her duties during an engagement with the Commonwealth. This includes, but is not limited to, parking, background checks, security badges, training and certifications, except for continuing and education training as described in I-4, E. Continuing Education.

Offeror Response

OST acknowledges and confirms that no expenses other than approved time, approved travel, and approved training as defined within the requirements for Continuing Education will be invoiced or charged to CoPA. OST subcontracting agreements clearly define allowable costs and the rules, such as pre-approval and following Commonwealth travel guidelines, for seeking reimbursement for those costs.



PATCH, badges, and all other expenditures associated with onboarding and continuing a resource will be provided at no cost to the Commonwealth.

- I. Turnover:** The selected Offeror must submit a turnover plan within 180 days prior to the end of the term of the Contract. The turnover plan must identify the critical tasks that need to occur to provide a seamless transition of functions

between the selected Offeror as the incumbent contractor and the new contractor with minimal disruption to operations.

At a minimum, the turnover plan must include:

- The strategy for transferring system responsibility to agency staff
- Areas that require continued support by the selected Offeror
- Timeline that will be applied to the turnover plan
- Roles and responsibilities
- Breakdown of activities that will be performed in the turnover phase
- Knowledge transfer process
- Training activities
- Technical tools and technical staff training.

The selected Offeror must execute the turnover plan upon the Commonwealth’s request and the final plan is subject to the Commonwealth’s approval.

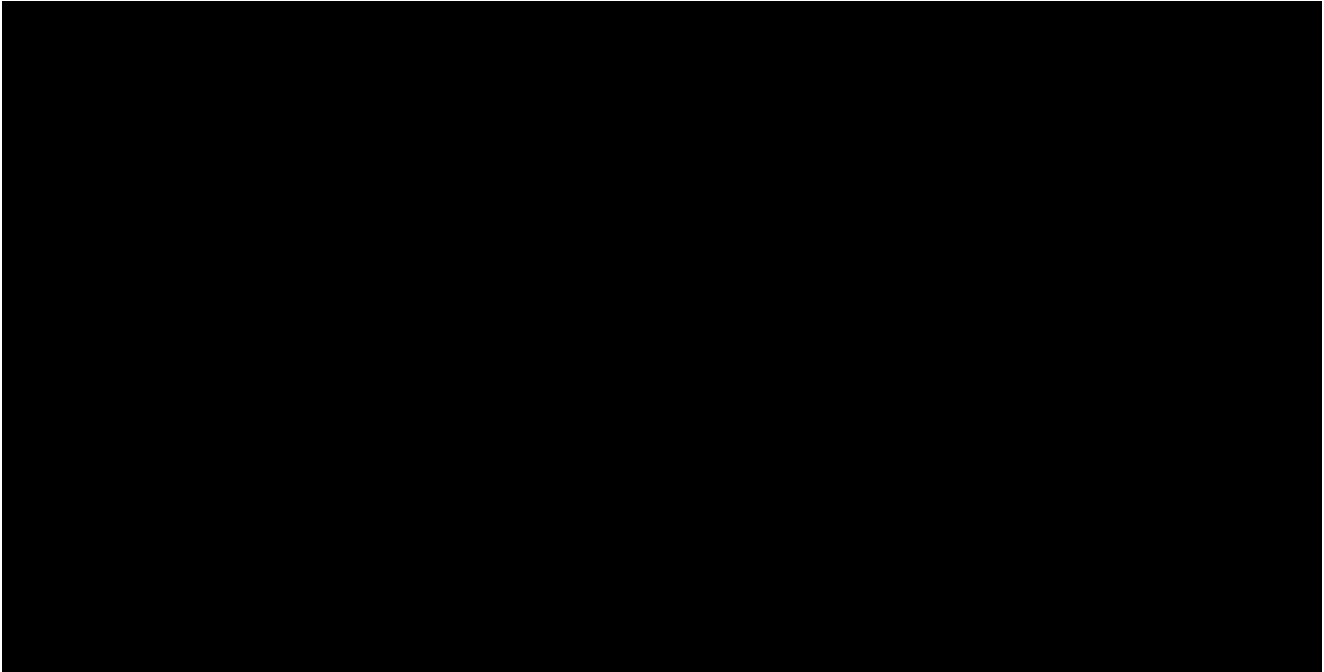
Offeror Response

The OST Project Manager will prepare a full turnover plan and deliver a draft to the DGS CA at least 180 days from the end date of the PA ITSA contract.

Our final plan will ensure that all questions and requests from DGS are addressed and that we have full alignment with tasks, key milestones, dates, responsibilities, and communication paths.

Our commitment to CoPA in the planning and execution of turnover is continuous and uninterrupted services throughout the contract end date. In addition, OST commits to collaborate in the transition of information and data needed to prepare CoPA for a successful transition to the new offeror.

[Redacted content with blue and yellow highlights]



J. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. In the event of an emergency, the Commonwealth reserves the right to assign other duties and tasks to maintain program continuity.

1. Describe how you anticipate such a crisis (i.e. emergency or a pandemic) will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization’s training plan, and how frequently your plan will be shared with employees);
 - b. Identified essential business functions and key employees (within your organization) necessary to carry them out;
 - c. Contingency plans for:

- i. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness; and
 - ii. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - iii. Maintaining field or home operations of Program participants, professional staff, and subcontractors employed during adverse conditions.
- d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail. Identify the role of key contacts, chain of communications (including suppliers), etc.; and
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

OST has a rich history of responding to emergencies. Not only did our CoPA customer laud our response to COVID in 2020, but our company is FEMA's point for responding to flood insurance needs following a disaster, so we are highly skilled in establishing and responding to emergency response plans. Further, we have managed the transition of a [REDACTED] DoD team and associated classified operations to a socially distanced program. Our plan follows established procedures, includes decision-making tools that we use to reduce risk, and dictates actions and directions to follow in the case of any emergency. Using our plan, The Commonwealth will have a high probability of Continuity of Operations and a low risk of service interruptions.

OST's emergency response continuity of operations plan anticipates that our operations are susceptible to the following crises: Pandemic, Terrorism, Active Shooter, Snowstorms, Tornado, Power Outages, Infrastructure Closures, Fires, and Earthquakes. [REDACTED]

[REDACTED] We plan mitigations of crises' impacts to our people, systems, and software.

Our primary objective is to confirm the safety of everyone. As a lesson learned with COVID-19, we encourage the enablement of telework capabilities for all engaged resources per the agencies' needs and budgets. As a crisis, like a snowstorm, is anticipated, those resources will take their laptops home. OST provides the Account Management team cell phones and laptops, and they are instructed to carry them home daily for anticipated and unanticipated crises. OST employees can meet at alternate OST offices or even at the PEMA office as we did with COVID-19 to assist with crisis management and operations. Our

systems have back-up data centers for maintaining availability and preventing data loss, and those back-ups are in different physical locations to further mitigate disruption due to regional or area-specific crises. We use multiple communication mediums beyond email and VectorVMS email notifications; our teams have mobile devices for phone contact and mobile hotspot capability.

[REDACTED]

Based on information available regarding a potential emergency, we activate our contingency planning procedures. This includes impact and risk assessments, a comprehensive set of activities that will be performed, a communication plan, and roles and responsibilities to help employees implement emergency operations. We take actions immediately and meet with staff to discuss the possible scope of the crisis. Should employees be unavailable to meet, we will use our call tree/list to communicate with staff on the scope and extent of the emergency.

[REDACTED]

Emergency Response Continuity of Operations Plan

OST's emergency preparedness plan was successfully implemented during the COVID-19 pandemic. [REDACTED] facilitates meeting the unique needs of each agency in our emergency response. We already have the confidence of the agencies in our ability to support them through emergencies, based on the relationships developed over the past five years.

OST's emergency response continuity of operations plan contains a set of instructional steps for the continuity of essential functions and resources of all program participants, professional staff, and subcontractors employed. [REDACTED]

[REDACTED]

as the requirement of vaccines before a resource can enter a building, or individual building protocols, such as occupancy limits and entry reservations. We can track requirements specific to a resource within the VectorVMS compliance manager, such as the uploading of a vaccination certificate with sensitive PII redacted.

Maintaining field or home operations of program participants, professional staff, and subcontractors employed during adverse conditions

OST's account team will carry out essential functions at their homes if the OST Harrisburg office is not available due to adverse conditions. We also have a protocol that abides by COVID restrictions currently in place at the McLean, VA primary OST office.

[Redacted]

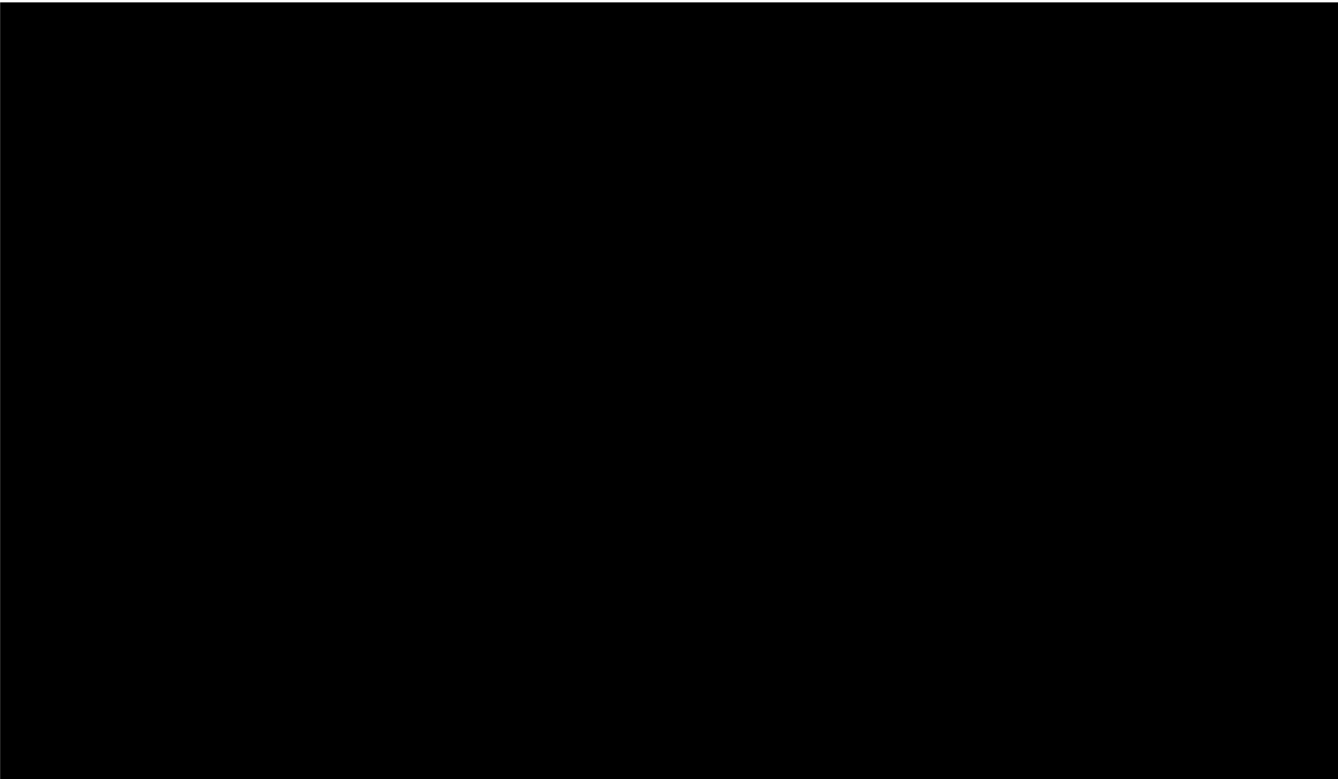
[Redacted] and the web-access VMS, our employees can maintain essential functions even if they are unable to access the primary workplace. The OST MSP team and our subcontractors have laptops with VPN and other remote technology built-in; team members are instructed to take their laptops home each evening. With a cloud-based operation, we can use personal machines and have computer use agreements regarding safeguarding data.

[Redacted] The VMS is hosted in a separate facility in another state, and the backup and disaster recovery systems are in a third facility.

Staff and Supplier Communication when Communications Systems are Overloaded or Fail

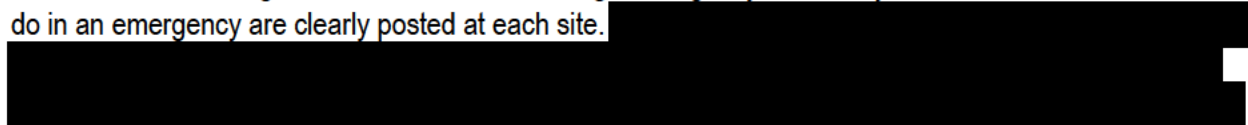
Our primary communication system is email.

[Redacted]

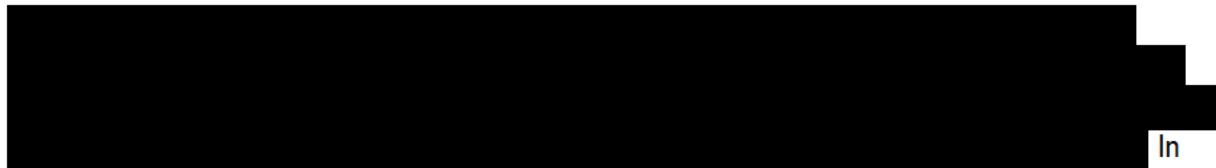


Emergency Plan Tests

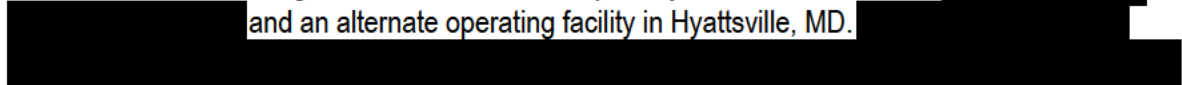
OST has an emergency plan testing schedule that focuses on the people, processes, and technology behind our support of PA. OST's safety and emergency action plans are tailored to specific work sites, such as the OST Harrisburg office, and are tested through emergency and safety drills. Instructions on what to do in an emergency are clearly posted at each site.



These steps ensure that PA receives support from critical OST individuals even in emergency situations, giving stability and security when PA needs it most.

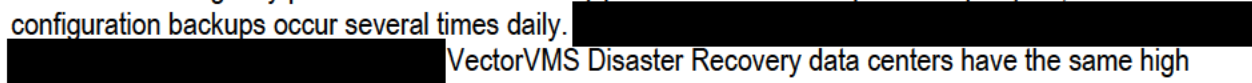


In addition to our Harrisburg office, OST maintains a primary office in McLean, VA, and an alternate operating facility in Hyattsville, MD.



These test actions ensure that the processes that OST follows internally to provide support to the PA ITSA program are secure and reliable.

VectorVMS emergency plan and disaster recovery plans are tested multiple times per year, and data and configuration backups occur several times daily.



VectorVMS Disaster Recovery data centers have the same high

availability architecture, technologies, functionality, and support to ensure availability and performance of services after a disaster declaration.

I-5. Tasks. Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

A. Implementation: Offeror shall submit, in its proposal, its project implementation methodology and draft implementation plan which it proposes to use for implementation of the project. At a minimum, the implementation plan must include the structure of account manager(s) who will be dedicated to the Commonwealth, the roll out of the VMS and the process the Offeror will use to ensure all billing meets Commonwealth standards. The selected Offeror may have up to three (3) months for implementation.

The implementation plan, at a minimum, must identify the critical tasks that need to occur and how the activities will be managed in order to provide a seamless transition of functions from the incumbent contractor and the selected Offeror with minimal disruption to operations. The project implementation plan must act as a confirmation of implementation activities, phasing, objectives and be detailed enough to ensure the project meets the requirements as specified in the RFP. The project implementation plan must include, but is not limited to:

- Major milestones/deliverables;
- Work Breakdown Structure ("WBS");
- Timeline;
- Roles and responsibilities;
- Technical tools and technical staff training;
- Roll-out of VMS
- The strategy for transition of existing resources (if applicable); and
- Data Transfer from current contractors (if applicable).

The selected Offeror must be prepared to work with agencies that have not utilized this type of contract in the past. Offeror must describe its plan for taking on a large volume of requests during the implementation of the Contract, adding subcontractors to the Offeror's resource pool, partnering with subcontractors to meet Commonwealth needs and assigning dedicated Account Managers to work with the Commonwealth in

implementing the Contract. The offeror must also include in its description, activities such as knowledge transfer, training activities for Commonwealth agencies and offeror staff training.

Upon execution of a Contract, the selected Offeror must meet with the Commonwealth to review potential technical and logistical issues of the draft implementation plan. At this time, the selected Offeror will also be provided a list of active positions/resources, which may be incorporated into the final implementation plan. Based on the feedback received by the Commonwealth, the selected Offeror must submit a finalized implementation plan for a timely and satisfactory implementation. The selected Offeror and the Commonwealth must jointly agree to a final implementation plan, which becomes incorporated into the Contract upon the Commonwealth's approval.

Offeror Response

OST will implement our solution and fulfill all program requirements with the same experienced team that manages the current high-performing program. Our account management team and leadership team have extensive experience, knowledge, and proven success with the CoPA ITSA program. We will use the existing processes and tools that we have incrementally refined and improved since 2015. Our AMs for this program already know their assigned agencies and COSTARS entities and are ready to continue to provide excellent services. VectorVMS is already in place and customized for the CoPA program, which significantly saves transition time and effort to implement a new VMS for CoPA. [REDACTED]

[REDACTED] OST will complete this implementation with no impact on agency customers.

Project Implementation Methodology

OST's implementation approach will be to model our implementation on our annual fiscal year transition, which we have successfully performed on July 1 (the start of the CoPA fiscal year) every year for the last five years. We will focus on current contractor resources at delivery centers and COSTARS entities. Our AMs will assess each current role and job description with hiring managers to assess the individual placed in each role. Based on the hiring manager's feedback, we will plan for any adjustments needed during the contract transition. We anticipate the range of actions may include resource retention, development of an updated job description, replacement of a resource, role elimination, or adding new resources.

[REDACTED]

One critical aspect of OST's implementation plan is the transition of our subcontractor network to a subcontract agreement that reflects the new contract's terms. We already have a draft template for the new

subcontractor agreement. As soon as we have the final executed contract, we will finalize this agreement and distribute it to all [REDACTED] subcontractors. We have already alerted the network of our plans and the anticipated timeline required to obtain executed agreements, so their resources can continue to provide services without interruption. We will conduct an additional detailed review of the subcontractor network with DGS and provide reports / analysis of SDB / VBE participation, subcontractor performance, and recommendations to further improve our performance during the implementation period. We bring a strong subcontractor network and committed resources to PA ITSA. Subcontractor feedback and resource satisfaction with the OST PA ITSA program execution are strong indicators of continued outstanding performance in the future.

Another critical aspect of OST's implementation plan is the transition of existing or replacement resources to new purchase orders (POs). This implementation task is very similar to the annual fiscal year transition we completed for the past five years. We will begin to contact current agency users [REDACTED] to identify their preferences for continued needs, replacements, terminations, or staff augmentations. This will allow us to begin this transition process concurrent with the transition of subcontract agreements.

[REDACTED]

[REDACTED]



Draft Implementation Plan

Cover Page

Content Intentionally Omitted

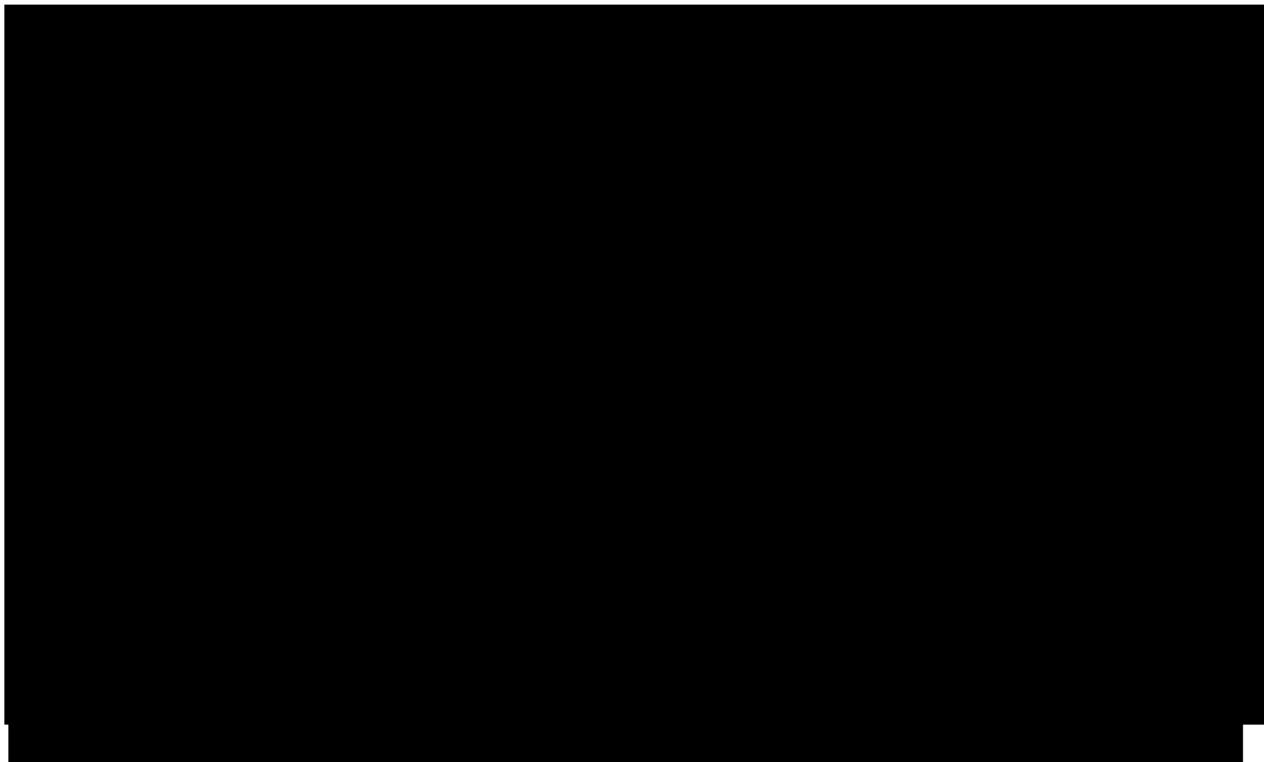
Table of Contents:

Content Intentionally Omitted

Structure of Account Management Team

Exhibit I-5 2 shows OST's Account Management (AM) team structure and their ongoing agency user assignments for the transition period.

ensuring the transition will be transparent,



VMS Rollout

The VectorVMS product is already in place and customized to CoPA's, agency's, or COSTARS entity's unique needs. There is no need for a rollout of a new VMS. The only mandatory VMS changes required are

to accommodate changes to labor rates. [REDACTED]

[REDACTED] These changes are not required to achieve the implementation objectives because we have alternate processes in place to support these objectives.

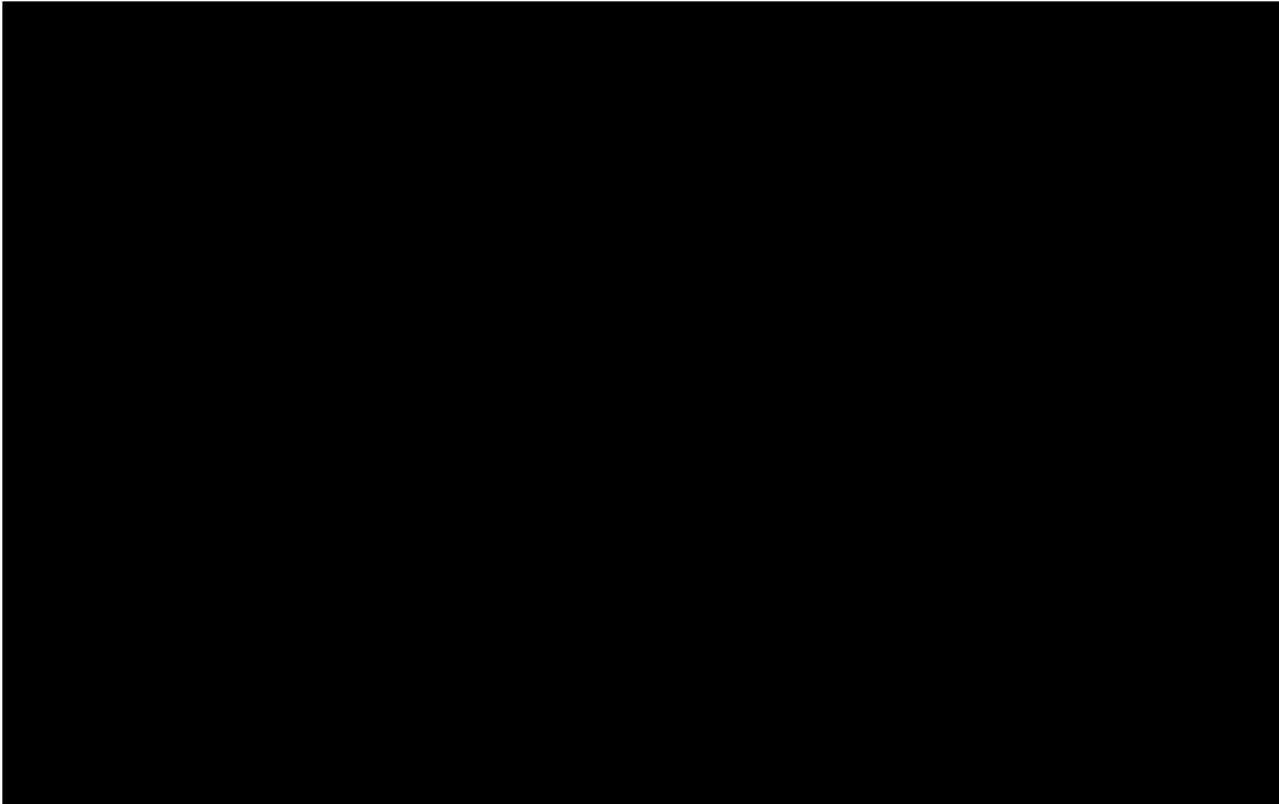
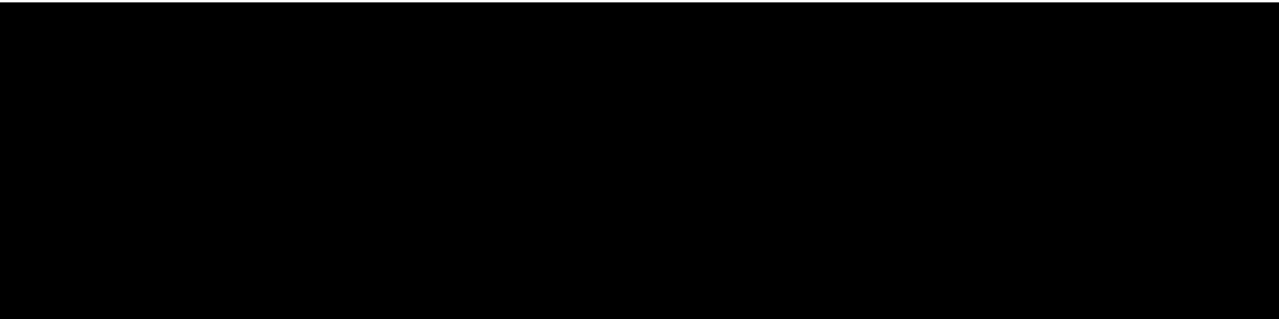
Process to Ensure Billing Meets Commonwealth Standards

OST already has an existing billing process that CoPA has approved, and there are no known issues with this process. We will discuss any billing process changes desired by DGS or agency customers during our initial contract meetings. If any changes are required, our AMs and support analysts will implement the changes [REDACTED].

Critical Tasks, Major Milestones, and Deliverables

OST offers a streamlined plan that provides zero interruption in processing requisitions, purchase orders, and critical activities. We can continue to release hiring manager requirements to subcontractors during the contract transition, with no delay in requisition submission or fulfillment. To CoPA, this PA ITSA transition will be as seamless as a fiscal year transition. [REDACTED]

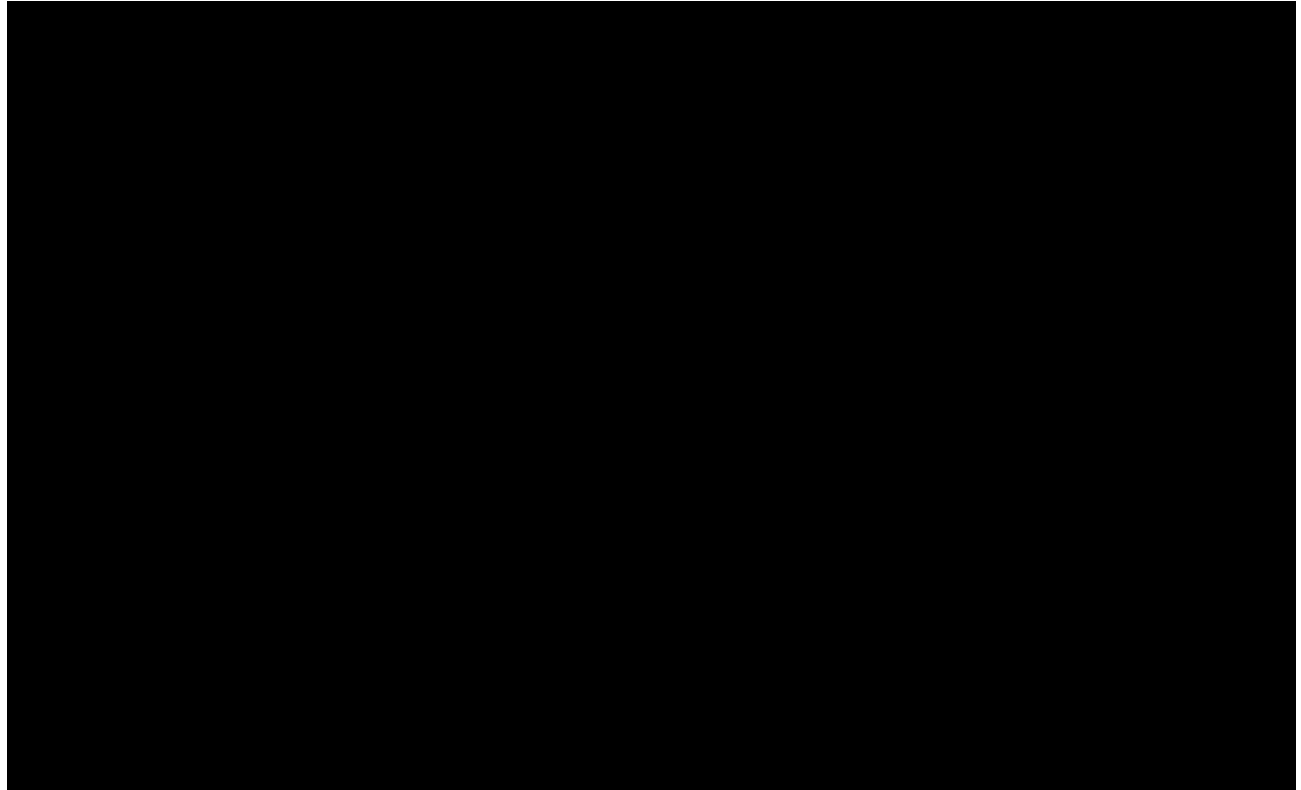
[REDACTED]



Management, Roles, and Responsibilities for Implementation

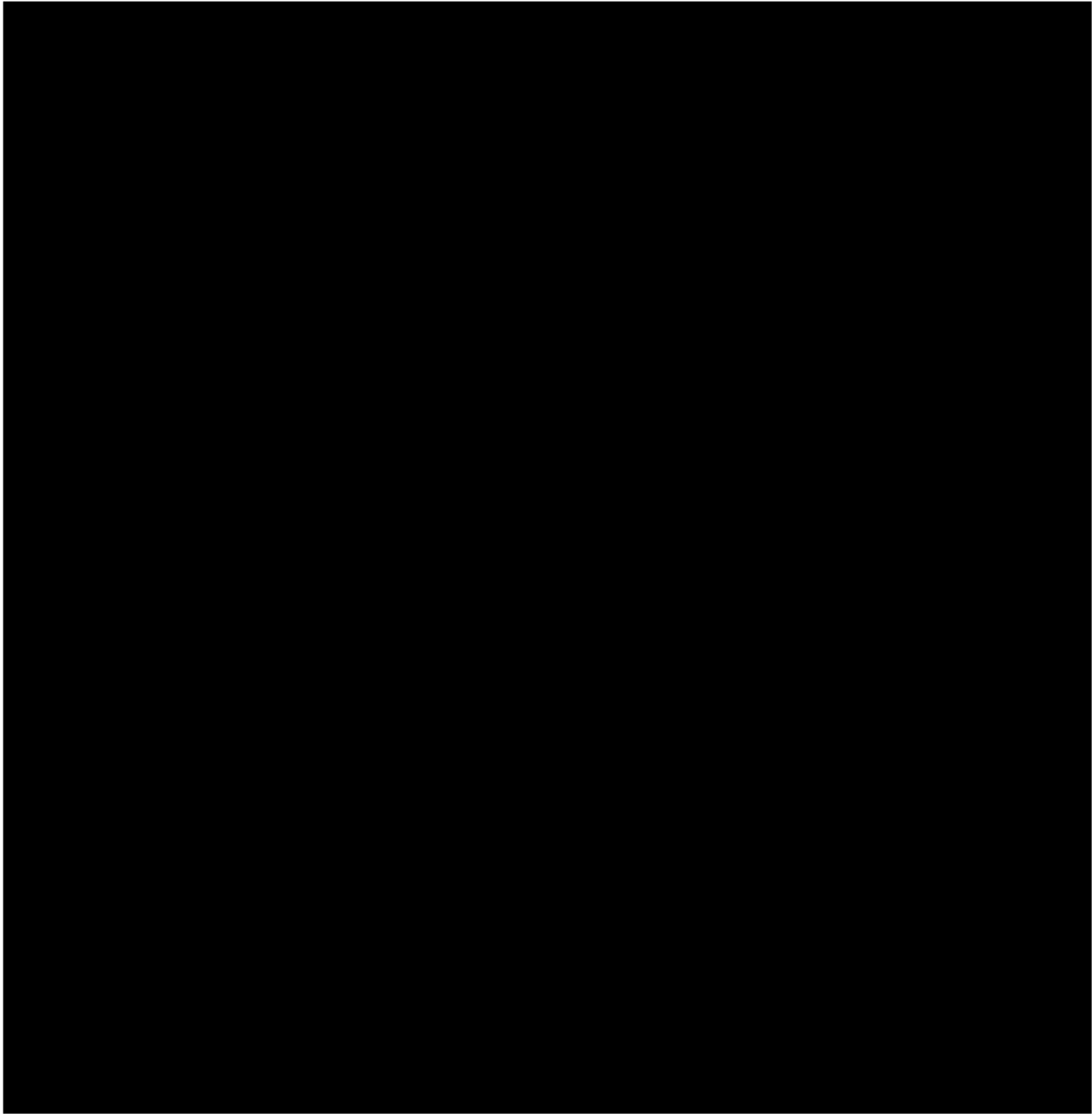
OST's entire account management team and key representatives of our corporate staff manage and participate in the implementation process. All members of this team already have CoPA and ITSA program experience. They are all existing OST employees and bring continuity in relationships and knowledge of ITSA contract operations. [Redacted]





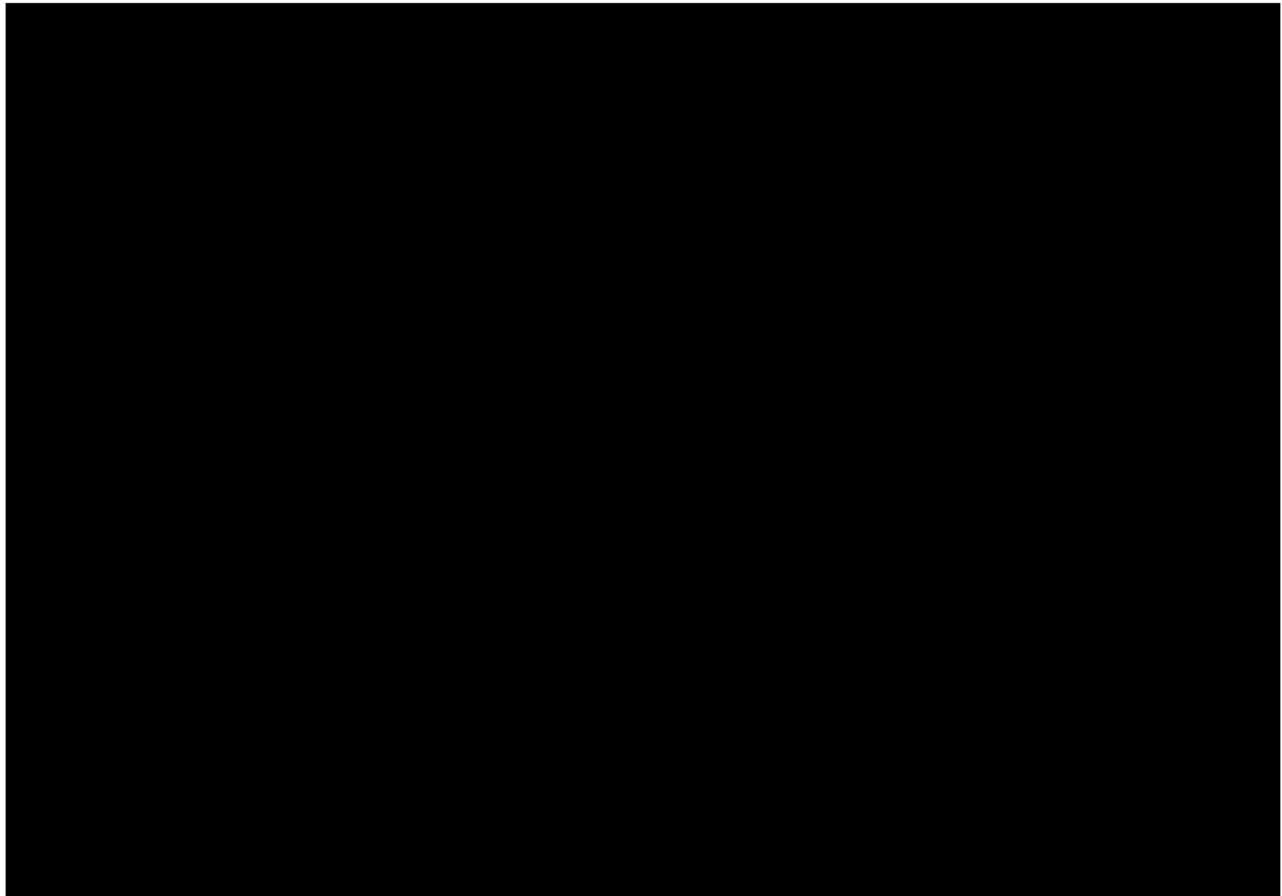
Work Breakdown Structure

Our Implementation Plan includes a resource-loaded Work Breakdown Structure (WBS) and a detailed project schedule that includes all the milestones, dates, and resources that will assist each task and subtask. Exhibit I-5 6 shows the WBS for our Implementation Plan.



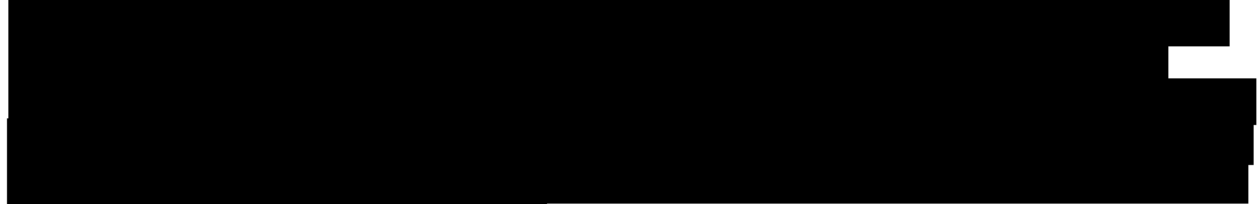
Timeline

Exhibit I-5 7 shows the implementation timeline as a Gantt chart.

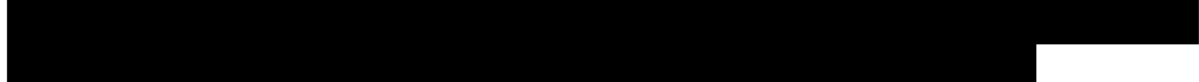


Technical Tools, Knowledge Transfer, and Staff Training

OST's continued use of VectorVMS and existing business processes minimizes the need for knowledge transfer for end users.



We expect this number to be minimal based on our experience, less than 1%.



Strategy for the Transition of Existing Resources

Upon contract execution, we will finalize the terms of the revised subcontract agreement, conduct a project kick-off between OST and CoPA, and begin to conduct planning sessions with current agency users to obtain each agency's intent for continuation, changes, or termination of their current resources. We will send that agreement along with updated agency needs for resources that the subcontractor currently supports. If the agency requests changes to an in-place resource or additional resources, we will also send new requisitions. We will provide the subcontractor with a deadline for acceptance of the agreement and resources, so there is no impact on the continuity of support.

Data Transfer from Current Contractors

There is no need to transfer data because OST already maintains the data on current resources, hiring managers, and requisitions in the VMS.

Plan to Manage High Transition Volume

[REDACTED]

[REDACTED] ntract award

- We will prioritize subcontractors with active resources

Plan to Add Subcontractors

We expect virtually all subcontractors will continue to participate under the new contract, so there will be no immediate need to add subcontractors during implementation. Our proposal includes [REDACTED] subcontractors, including [REDACTED] VBEs, for DGS to review and approve.

B. Full Service Model Approach: The Commonwealth requires the selected Offeror provide a full services model approach to managing this contract while meeting all **Service Level Agreements (SLAs)** as defined in **Appendix I**. The selected Offeror must provide a network of subcontractors who will fulfill the Commonwealth's need for IT resources throughout the Commonwealth. A listing of all current job titles and skill categories are listed in **Appendix B - Job Titles and Skill Categories** and **Appendix J - Cost Submittal**. The selected Offeror, at a minimum, must:

1. **Candidates / Resources**

- a. Maintain a pool of potential candidates for all of the job titles and skill categories identified in **Appendix B - Job Titles and Skill Categories** sufficient enough to meet the Commonwealth's needs.
- i. The selected Offeror may propose the use of a candidate that is a former employee of the Commonwealth but must disclose this information to the end user agency. The selected Offeror may not propose the use of a former Commonwealth employee as a resource within one (1) year of

their separation from the Commonwealth. Any former Commonwealth employee must be in compliance with all applicable laws and policy, including specifically the [Pennsylvania Public Official and Employee Ethics Act](#).

- b. Recruit qualified candidates for all of the job titles and skill categories as required by the Commonwealth and identified in **Appendix B - Job Titles and Skill Categories** and **Appendix J - Cost Submittal**. Resources must be able to work for the entire duration of the requisition and must work onsite unless the Commonwealth provides prior written approval.
 - c. Consult with agencies to develop a cost-effective approach to fulfill IT staffing needs.
 - d. Screen candidates to select the best price performance.
 - e. Manage all candidate-related human resource issues. The selected Offeror must have a plan in place to address non-performance/personnel issues with a resource.
 - f. Maintain a public web portal that contains key performance data.
 - g. Manage resource requests from inception of the requests through the conclusion of the resource engagement.
2. **Network of Subcontractors:** The selected Offeror must:
- a. Manage and mentor the subcontractor network.
 - b. Maintain an open subcontractor network (subject to the Commonwealth approval of the subcontractor) to provide candidates for consideration for requisitions made under the Contract.
 - c. Utilize subcontractors as its only source of resources for the Contract.
 - d. Work with the Commonwealth Contract Administrator to develop and maintain a process for qualifying new subcontractors
 - e. Execute a signed agreement between the selected Offeror and each subcontractor listed as a member of the network. The selected Offeror

shall make these agreements available to the Commonwealth upon request.

- f. Manage all relationships and payments to the subcontractor(s) for any services rendered. The selected Offeror must timely pay its subcontractors upon receipt of proper invoices from the subcontractors. No payments will be made by the Commonwealth directly to any subcontractor(s) nor will the Commonwealth deal directly with any subcontractor(s).
- g. Survey the network to check for the availability of resources, without the commitment of a PO, as requested by the Commonwealth.

Offeror shall describe how the subcontractors will be integrated into the overall process, including but not limited to: how subcontractors are qualified to be part of its network, a detailed explanation how it will recruit and qualify subcontractors who will provide candidates for all of the job titles and skill categories listed in **Appendix B - Job Titles and Skill Categories**, the success in retaining qualified subcontractors/candidates, how subcontractors are contractually bound to the pricing and how subcontractor services will be accurately tracked and reported. For additional information regarding meeting and reporting requirements, refer to **I-7, Reports and Project Control**.

Offeror Response

Full-Service Model - Network of Subcontractors

How Subcontractors are Integrated into the Overall Process

Before subcontractors can begin to provide resources to the Commonwealth, OST equips them with the knowledge and resources they need to be successful. Our account managers (AMs) conduct comprehensive subcontractor training sessions to introduce subcontractors to the contract's processes and requirements. We have followed this process for all [REDACTED] subcontractors currently in our network. OST subcontractor training covers the following topics:

- Subcontractor Staff Augmentation Contract Expectations
- Requisitions and Candidate Submission Requirements
- Background Checks
- Contractor Management
- Time Reporting and Invoices
- Violations and Non-compliance Penalties
- Use of the VectorVMS System
- Support Available from OST

Once subcontractors join our network, we continue to mentor, coach, and train new and existing subcontractors to help them succeed. [REDACTED]

[REDACTED] This feedback provides them with lessons learned about each search to improve their ability to compete and win future work. [REDACTED]

Additionally, we meet at the request of a subcontractor [REDACTED]

[REDACTED] This process results are a continuous stream of high-quality resources for the Commonwealth and our successful placement of over [REDACTED] resources for the Commonwealth.

How Subcontractors are Qualified to be Part of the Network

OST has a proven, impartial, and objective vetting approach for all subcontractors who wish to join the network. Although we maintain an open network, we verify capabilities and conduct due diligence to validate subcontractor performance. [REDACTED]

[REDACTED] that will be a good fit for Commonwealth requirements. Finally, we submit any newly qualified subcontractor firms to DGS for approval before adding them to our network.

How Offeror will Recruit and Qualify Subcontractors

OST has a proven record of success with our ability to attract and recruit qualified subcontractors due to our solid reputation as a fair and equitable MSP that provides our subcontractors with a fair opportunity to win profitable business. Our competitive market-based rates allow our subcontractors to recruit, attract, and retain qualified contractors. The [REDACTED] subcontractors (and still growing) in our current CoPA network illustrate our ability to recruit qualified subcontractors. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

OST's Prior Success in Retaining Qualified Subcontractors / Candidates

[REDACTED]

[REDACTED]

How Contractors are Contractually Bound to the Pricing

The approved PA ITSA program rate card is an integral part of every subcontractor agreement, as is the subcontractor's commitment to abide by the rate card. Every subcontractor has an identical rate card and must execute the agreement to participate in the ITSA program and win placements. If the Commonwealth approves rate card changes, OST issues an addendum to our subcontractor agreement. Subcontractors can only submit candidates at the currently approved labor rates within the VMS. [REDACTED]

How Subcontractor Services are Accurately Tracked, Reported, Managed, and Mentored

OST's AMs constantly manage subcontractor activity and monitor performance to provide the Commonwealth with consistently high-quality resources. Each subcontractor agreement includes strict performance criteria that enable us to outperform our peers on similar contracts. During the requisition process, we work closely with our subcontractors to ensure that all participants understand each requisition's hiring manager's needs and requirements.

[Redacted]

Each subcontractor agreement outlines performance standards and provides SLAs and KPIs for subcontractor services.

[Redacted]

[Redacted]

If a subcontractor underperforms, we provide guidance and mentoring to work to improve performance. If necessary, we will remove the subcontractor from the program. OST welcomes DGS to work collaboratively with us to adjust our KPIs for improved performance. [REDACTED]

[REDACTED]

Maintain an Open Subcontractor Network

OST maintains an open subcontractor network, i.e., any qualified firm can join our subcontractor network to support the Commonwealth. OST acknowledges that we will submit new subcontractors to DGS for approval before adding them to the network.

Use Subcontractors as the Only Source of Resources

OST does not currently directly recruit or place any OST employees for the CoPA ITSA program. Our subcontractor network fills 100% of CoPA requisitions. This policy will continue under a new contract.

Work with Contract Administrator to Qualify New Subcontractors

The current OST contract includes the following language.

[REDACTED]

[REDACTED]

[REDACTED] OST will discuss any changes that DGS wants to make to this process and implement a mutually acceptable process. If there are not requested changes, we will continue the current process. OST will continue to be available to DGS at any time to address issues, concerns, or new requirements.

Execute Signed Agreements with Each Subcontractor

Once OST receives an executed contract, our contracts group will issue new subcontractor agreements to all current subcontractors in our network. We will work with all [REDACTED] subcontractors with active resources to ensure these subcontractors execute the agreement by the end of the implementation period. We expect to have all remaining agreements for SDBs and VBEs in place within the next week to allow them to compete

for new requisitions. All other subcontractors will have agreements [REDACTED] subcontractors with active resources will provide sufficient competition for new requisitions until the entire network has executed the new agreement.

This new subcontractor agreement will include all the terms, conditions, and Service Level Agreement (SLA) performance standards directed by CoPA to ensure the agreement represents and protects the Commonwealth's interests. Executed agreements are available on-demand for CoPA review, [REDACTED]

Our subcontractor agreement is key to our focus on a fair and competitive recruitment process. This agreement clearly defines the performance standards required to exceed SLA targets and secure positive supplier ratings. It also requires compliance with DOL, EEOC, and insurance requirements, and we need that subcontractors provide authorized candidates with strong backgrounds. The agreement outlines the range of potential corrective actions and the process we use to apply these actions. We also outline the suspension and removal process. Our subcontractor agreement results in consistent long-term / high-performing subcontractors that provide high-quality candidates, low risk, and strong performance for CoPA.

Manage all Subcontractor Relationships and Payments

Subcontractor Relationships

OST has a comprehensive and proven business approach to manage, mentor, and engage all subcontractors in our network. This process operates continuously throughout the contract lifecycle. Based on our subcontractor feedback, our subcontractors have learned to trust OST as a fair, objective, and consistent MSP that supports their efforts to get business does not compete with them, and does not play favorites. The trusted relationship has evolved well beyond trust to appreciation and a sense of partnership. These relationships are vital in OST's ability to find quality candidates in a competitive framework that delivers the highest value and lowest costs to the Commonwealth.

Subcontractor Payments

Agency and COSTARS customers make their payments for invoiced services directly to OST, and OST issues all payments to our subcontractors. CoPA is not required to deal directly with any subcontractor. Each subcontract agreement requires OST to pay subcontractors within [REDACTED] business days of receipt of payment from our customers. This [REDACTED] approach exceeds the Commonwealth's requirement of paying within 14 days. In our experience with a similar model for the DC ITSA program, OST paid subcontractors on average within [REDACTED] business days, and we expect similar results for PA ITSA subcontractors. [REDACTED]

[REDACTED] This is another aspect of OST's quality MSP service which invests special attention to the financial management of such a large-scale and critical PA ITSA program.

[REDACTED] OST pays subcontractors based on approved hours within the VMS and the payments received from CoPA for those hours. Approved hours are visible by subcontractors at any time within the VMS, and the OST Account Management team will assist subcontractors with reconciliation needs, as requested. [REDACTED]

[REDACTED] OST has not missed a published subcontractor payment date under our current CoPA contract due to our strong financial position, even though at times, we are in arrears by up to [REDACTED] monthly from some of our agency and COSTARS customers.

Survey the Network to Check for the Availability of Resources

[REDACTED] OST's account managers (AMs) frequently communicate with the management of their assigned agency customers to learn about their operations, preferences, and future needs. [REDACTED]

[REDACTED] In return, the subcontractors provide suggestions, feedback on the availability of skillsets/qualifications, appropriate job categories for the requirements, and often resumes. The AMs consolidate the survey feedback and pass it along to the requesting agency hiring manager to develop requisition requirements. In some instances, we can conduct these surveys through the VMS. Our subcontractors understand that these requests are not requisitions, but they also know that their feedback will help them better respond to future requirements, which increases their chances to win new business.

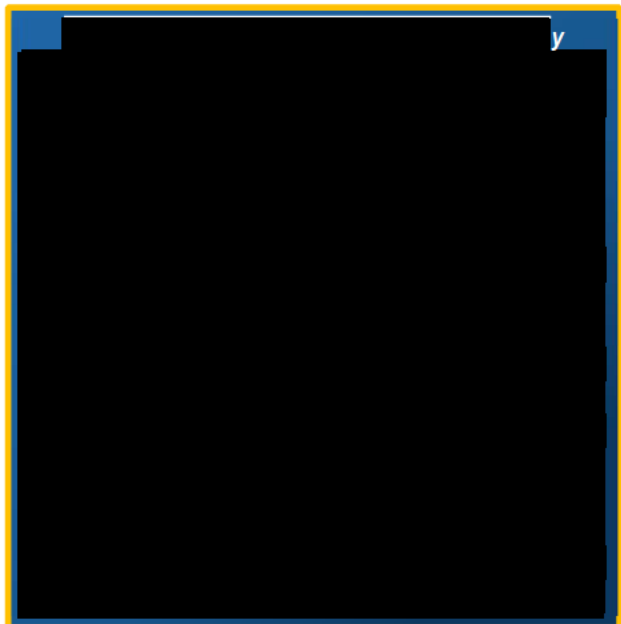
Full-Service Model - Candidates / Resources

How OST Maintains a Pool of Potential Candidates for All Job Titles and Skill Categories Sufficient Enough to Meet the Commonwealth's Needs

OST uses our current [redacted]-subcontractor network (as of 13 Feb 2021) to provide the right talent at the right time for CoPA's agency customers, for all job titles and skill categories listed in Appendix B - Job Titles and Skill Categories in the solicitation. We carefully and intentionally select a broad spectrum of subcontractor companies with proven expertise in identifying best-value candidates. [redacted]

[redacted]

The pool of potential candidates maintained by our subcontractors supports urgent requisitions and periodic requests to query our network for recommendations and availability about skills and qualifications that will best serve a customer's future needs.



[redacted]

Placement of Former Commonwealth Employees

If a former CoPA employee applies for a contract role under the PA ITSA program, we validate through our subcontractors that we maintain a one-year gap between the former employee's separation date and the date of application for a role on PA ITSA. We also validate that former employees have followed the Pennsylvania Public Official and Employee Ethics Act requirements.

Recruit qualified candidates for all job titles and skill categories

Multiple factors contribute to OST's ability to recruit qualified candidates for all job titles and skill categories. [redacted] OST addresses each factor in our full-service approach. We discuss each factor below.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

As a result, we have high subcontractor participation in our searches, and the high level of competition drives the availability of higher-quality resources. [REDACTED]

[REDACTED]

Consult with agencies to develop a cost-effective approach to fulfill IT staffing needs

A consultative and advisory relationship with our customers is the very basis [REDACTED]
We are more than order takers. Our AM's work with their assigned agency hiring managers to understand the agency's needs and organization better. Based on that consulting approach, the AMs recommend the best-fit labor categories to meet the agency needs or the best mix of labor categories to meet the agency needs at the lowest cost. The AMs help the hiring managers formulate the requirements to help our subcontracts find suitable candidates. [REDACTED]

[REDACTED]

Screening Process to Select the Best Price

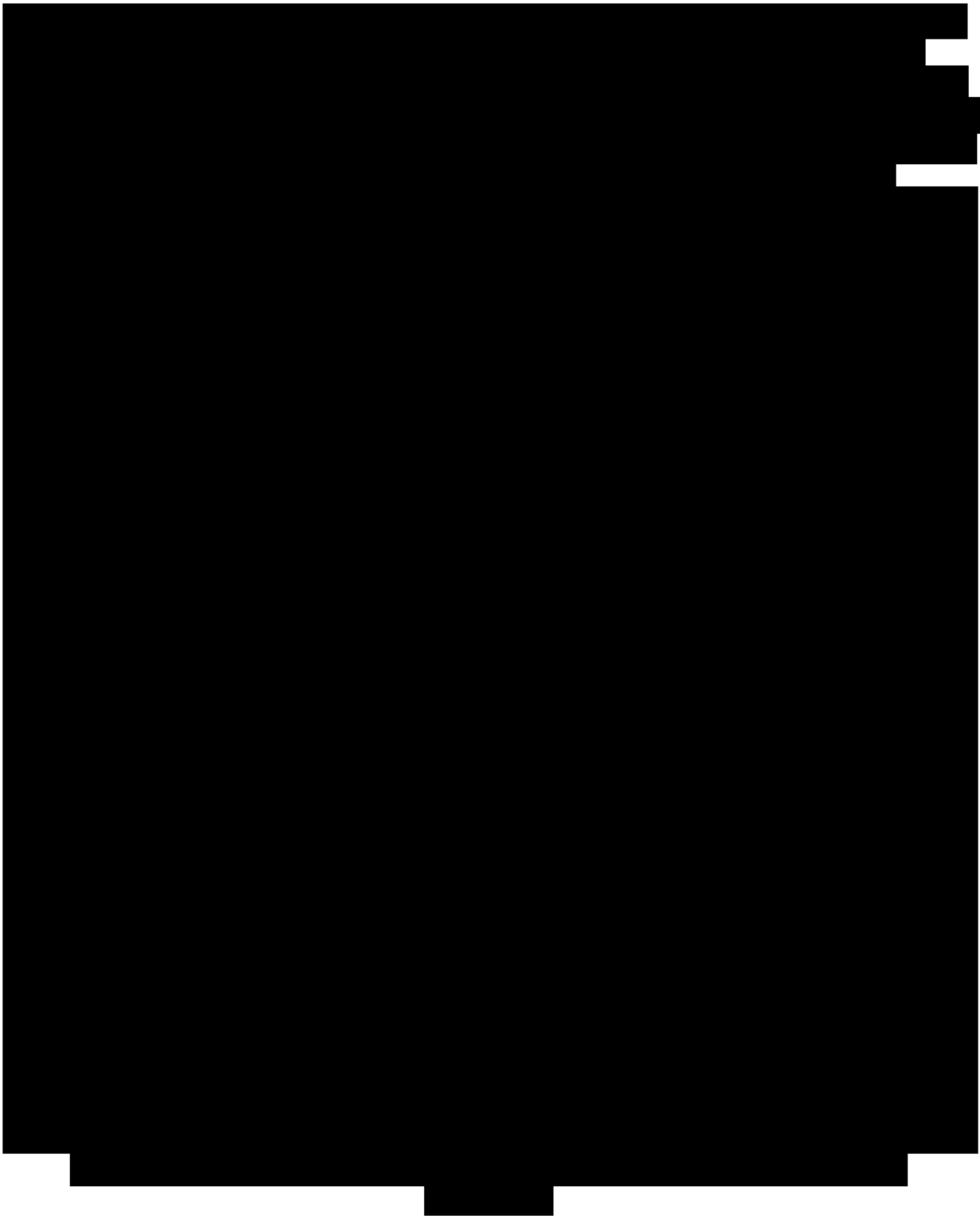
[REDACTED]

[REDACTED]



[Redacted text block]

[Redacted text block]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Human Resource and Non-Performance Personnel Issues

OST's AMs monitor placed resource performance continuously, through frequent communications with the hiring managers, subcontractors, [REDACTED]. Although performance issues are relatively rare [REDACTED] and most performance issues are unique, we follow a similar process for most issues.

The AM first contacts the hiring manager or the individual that identified the performance issue to understand better the nature of the problem and the customer's preferred course of action. This contact occurs as soon as the AM learns of the issue [REDACTED]. We find that our AM's relationships develop with the customer helps resolve performance issues more quickly and smoothly than

for situations where there has been little prior contact. It is a matter of trust.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The agency customer has access to all of this information through the VMS.

After resource termination, the AM works with the agency hiring manager to identify a plan to replace that resource as quickly as possible. Again, the plan to replace a resource is unique to each agency and its needs.

[REDACTED]

[REDACTED]

[REDACTED]

Maintain a public web portal that contains key performance data

OST currently provides a public web portal for agency hiring managers and vendors that provides performance data and support and guidance in the use of the ITSA program. Exhibit I-5 14 shows the home page of this public website.

OST Pennsylvania ITSA
AMERICAN COLLEGE OF PROFESSIONAL SERVICES

Contact Us
PAITSA-support@ostglobal.com

OST Website
www.ostglobal.com

CMMI Website
cmmiinstute.com

ISO Website
www.iso.org

Overview

OST, Inc. is the Commonwealth of Pennsylvania's Managed Service Provider for IT Staff Augmentation (PA ITSA). OST facilitates the staff augmentation procurement process between Commonwealth hiring managers and the nationwide PA ITSA vendor network. OST is partnered with VectorMS and provides a Vendor Management System that handles the workflow from beginning to end. The PA ITSA program is dedicated to transparency, continuous improvement of process efficiency, and providing opportunities to the Small Diverse (SDR) and Veteran Business (VBE) communities.

Announcements

Vendors must be registered with ITSA as an SDR, VBE, or Non-SDR. Please contact PAITSA-Support@ostglobal.com to request vendor registration information.

To the Vendor Community

We would like to thank the vendor community for helping make this program successful. Your feedback is valued as it helps us find areas to improve. Please continue to provide your comments and suggestions to us at PAITSA-Support@ostglobal.com.

Small Diverse and Veteran Business Registration

In order to participate in ITSA as a Small Diverse or Veteran Business, companies must first be registered with the PA Department of General Services Bureau of Diversity, Inclusion & Small Business Opportunities (BD/SDO).

Program Documents Available in VectorMS

For your information, if you activate the "Attachments" widget on the VectorMS dashboard, you will find a number of documents pertinent to the program. To activate, in the upper right corner of your dashboard is a "Configure Dashboard" icon; click on it, and drag "Client Attachments" down to the dashboard, then hit "Save and Close". For questions on how to get started, email us at PAITSA-Support@ostglobal.com.

Hiring Managers

- VectorMS Login
- Job Categories and Descriptions
- Agency Rate Card
- PA ITSA OST Orgchart

Vendors

- PA ITSA Invoice/Payment Schedule 2020
- VectorMS Login
- PA BD/SDO Registration
- Job Categories and Descriptions
- Vendor Training Slide Deck
- Vendor Rate Card
- PA ITSA Resume Template
- PA ITSA OST Orgchart
- Right to Represent (RTR)

Exhibit I-5 14: Public CoPA ITSA's Website Home Page

Exhibit I-5 15 highlights the information available through this website for agency hiring managers and subcontract vendors.

Hiring Managers

- ◀ VectorVMS Login
- ◀ Job Categories and Descriptions
- ◀ Agency Rate Card
- ◀ PA ITSA OST Orgchart

Vendors

- ◀ PA ITSA Invoice/Payment Schedule 2020
- ◀ VectorVMS Login
- ◀ PA BDISBO Registration
- ◀ Job Categories and Descriptions
- ◀ Vendor Training Slide Deck
- ◀ Vendor Rate Card
- ◀ PA ITSA Resume Template
- ◀ PA ITSA OST Orgchart
- ◀ Right to Represent (RTR)

Exhibit I-5 15: Information Available Through the Public Website for Agency Hiring Managers and Subcontract Vendors

Performance and confidential information is only available to authorized users. [REDACTED]

Manage resource requests from the inception of the requests through the conclusion of the resource engagement

OST's full-service approach supports the Commonwealth from requisition development through engagement conclusion and resources offboarding. Exhibit I-5 16 shows a high-level representation of this full-service approach.



[REDACTED]

OST's Approach to Resource Placement and Subcontractor Management

Since 2015, we have managed the largest MSP program in the US without a single deficiency, with a [REDACTED] increase in utilization, and delivered [REDACTED] in cost savings to the Pennsylvania government. OST uses a proven and effective business model to provide top-tier full lifecycle staff augmentation MSP services for large government customers with 100% fill rates, excellent customer service ratings, and strong program growth. We support each resource requirement from requisition development through engagement closeout, focusing on customer service, reduced time / effort for our customers, and program effectiveness. Our full-service model approach includes:

[Redacted text block]

[Redacted text block]



C. Vendor Management System (VMS): The selected Offeror must provide and administer a web-based VMS for use by the Commonwealth to facilitate the staff augmentation process. User access must be role-based, so that resources/Commonwealth employees only have access to the specific data they are required to see at their position level within their bureau/department. Only the Contract Administrator will have access to aggregate program information. The selected Offeror may not accept resource requests by any other method other than through the VMS. The Commonwealth will not incur any direct cost for use of the VMS. Commonwealth agencies must be able to access reports showing Contract utilization.

Offerors shall describe the VMS that will be used to facilitate the process, including but not limited to features, functions, reporting functionality that meets the needs of this RFP, and any additional capabilities the system has to offeror. The description shall include but not be limited to:

1. The ability of the system to manage the day to day process of resource management;
2. The ability of the system to manage PO limits - The VMS must track the available hours and usage and prohibit billing beyond the allotted hours on the PO. Resource's hours worked must not exceed the hours on the PO without agency approval. Hours which exceed the PO limit without an approved change to the PO will not be paid by the agency.
3. The ability of the system to filter reports by agency, requisitioner, resource and, if applicable, subcontractor;
4. The ability of the system to generate and deliver reports electronically, such as daily, weekly, monthly, etc.;
5. Availability of real-time data;
6. Any enhanced reporting capabilities;
7. Frequency of data/system updates;
8. Describe the type of data is retained in the VMS and for how long (days, weeks, months, years).

Include sample reports in the technical submission.

In addition to entering a resource's hours in the VMS, resources may be required to enter time worked into an agency timekeeping system for audit, chargeback, or capacity management/tracking purposes, at the agencies discretion.

Offeror Response

Ability to provide and administer a VMS system

VectorVMS is a top-tier Vendor Management System (VMS) solution that helps its users effectively manage their contingent workforce with operational efficiencies, cost controls, and compliance. OST plans

to continue to use VectorVMS to support the ITSA contract. OST has been continuously using the VectorVMS cloud-based platform since 2008 (13 years) for MSP programs and have provided services through the Vector solution to [REDACTED] various customer agencies. Over that period, we have used almost every major functional area in the product.

Role-Based User Access

The VMS has standard roles and permissions that are configurable to match the user requirements. [REDACTED] control access via specific username and password combinations for individual users. Administrators grant subcontractors access to view requisitions released to them. Common roles and permissions include admin, approve, create, update, view, and time-entry. System administrators can configure these roles and permissions to meet each individual end-user's needs.

Agency users typically have permissions to create and modify requisitions, which allow them to electronically request a resource through the VMS and see all candidates, timesheets, and funding information associated with their requisitions, engagements, and purchase orders. Requisition views are vendor-neutral to ensure that agency users do not receive supplier information while screening candidates. Agency users cannot see any other agency user's requisitions. [REDACTED]

[REDACTED] Agency managers also can approve or reject timesheets in the system, manage engagements, and manage requisitions. Typically, the client's contract administrator receives full view access to see all reports, requisitions, candidate details, timesheets, funding, and invoice details without being explicitly assigned to a broad category, requisition, or entity using the program. [REDACTED]

Engaged resources have the time / expense entry role to enter, submit, and amend timesheets. They have limited access to the system and cannot make changes or updates to content outside their timesheets. Users with time-entry level access cannot view requisitions or other active candidates in the system.

Role-Based Data Access

VectorVMS designed its Information Security Management System (ISMS) to maintain the confidentiality, integrity, and availability of processed and stored data on its Software as a Service (SaaS) platform. The ISMS implements and maintains appropriate physical and logical security levels, governed by risk-averse policies and procedures, to safeguard any submitted confidential or personal identifying information (PII). The implemented security prevents unauthorized access or disclosure of this confidential or PII data. [REDACTED]

Contractor and Candidate Data

The VMS configuration that OST implements allow only those agencies who are associated with a requisition to view the requisition details, candidates, funding information, timesheets, evaluations, expenses, and other PII. These features prevent an agency user, subcontractor, or resource without a need to know from viewing any restricted data. The VMS can define each CoPA user group's roles and permissions, subcontractor, and even the OST team. While these access rules are typically established during the VMS implementation, OST already has them for our VMS instance. These rules can be refined throughout the program's operations to continually assess and enhance the security requirements that cover an end user's ability to view, create, and update PII or regulated / restricted data.

Similarly, the product can develop or modify reports with protection in mind, so private and confidential information is only available where a business needs to do so and then only to authorized recipients. The system log tracks all actions taken within the VMS with the user account, date, and time. This allows CoPA contract administrators or OST to perform audits and investigations on any record changes. OST system administrators can routinely conduct system audits to remove users who are no longer part of the program or alter roles and permissions for users who transition into various roles.

To prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use of PII or regulated / restricted data, Vector has adopted appropriate physical, electronic, and managerial procedures to safeguard and secure CoPA PII or regulated / restricted data on their hosted platform. VectorVMS follows generally accepted industry standards to protect the PII or regulated / restricted data submitted into the application, both during transmission and once received.

Subcontractor Data

The VMS manages subcontractors' private and confidential data just like contractor and user PII and confidential data. The product can manage administrative rights for individual subcontractors as this information affects the subcontractor's ability to participate in the network and receive requisitions. The VMS report module manages subcontractor information presented in reports just like PII or regulated / restricted data. Only a subcontractor with proper permissions and accesses can generate and see reports with this data.

Resource Orders Processed Exclusively Through the VMS

As described in the section entitled **Competitive Order Process**,

VMS Usage Costs

All VMS usage and license costs are at no direct cost to CoPA.

Reports that Show Contract Utilization and Sample Reports

Because of OST's strong emphasis on achieving the Commonwealth's diversity goals (e.g., 95% of placements from SDB subcontractors), OST developed multiple reports to allow our project team and the

Commonwealth to monitor our utilization.

[Redacted]

[Redacted]


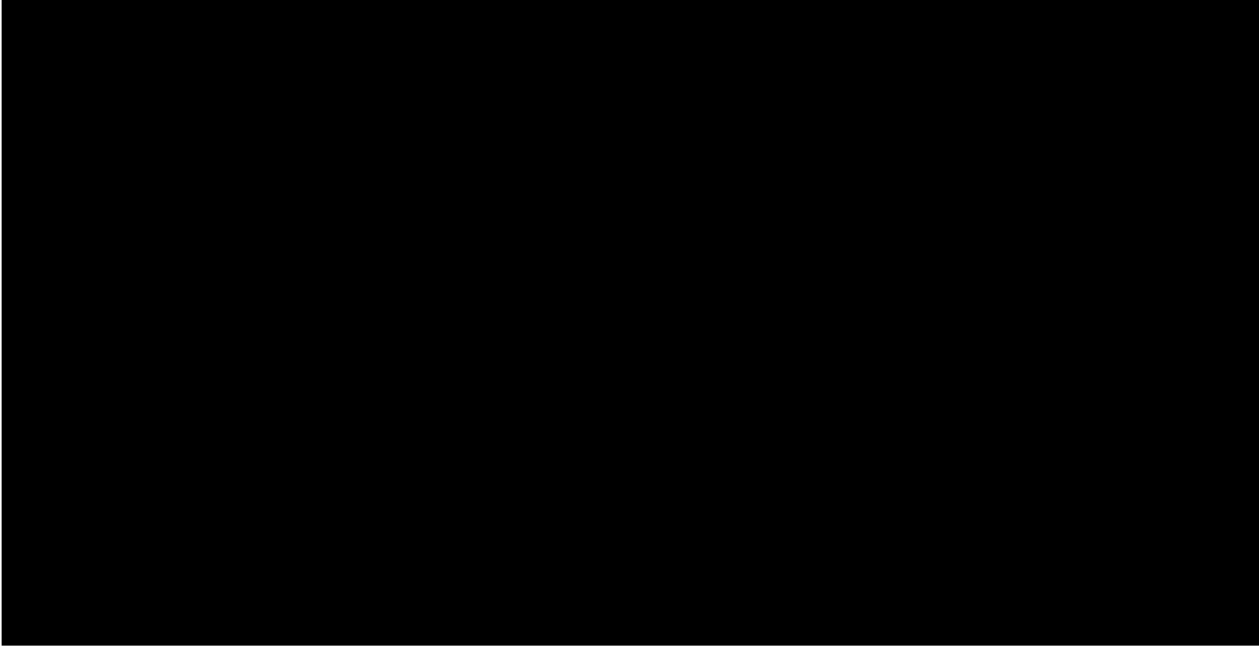
[Redacted]

[Redacted]

[Redacted]

[Redacted]

As shown, over
of resources selected through a competitive requisition were engaged from SDB subcontractors.



OST will enhance these reports to break down the numbers and percentages to show SDBs and VBEs within the charts to monitor and track success to the 64% and 6% goals.

Features, Functions, and Reporting Functionality to Support the ITSA Contract

OST uses the built-in business intelligence (BI) reporting capabilities within the VMS to measure and report results to individual user managers to make essential staffing decisions and deliver more impactful results. Further, the VMS gives its users status visibility and transparency, encouraging active oversight based on empirically valid data and metrics. The product is 100% web-based and accessed via any supported web browser and on mobile devices. It supports all functionality needed to create job requirements and fulfill contingent workers' requisitions. It applies accepted best practices around sourcing, procuring, engaging, managing, and off-boarding contingent resources. The VMS system is role-based; it identifies the user when they log on and automatically assigns permissions, views, and workflows appropriate to their role. The configured VMS solution becomes a nexus for the MSP team, hiring managers, vendors, and resources for the entire staffing lifecycle. The solution manages the workflow of the entire contingent staffing lifecycle to include:

- *Create Requisition:* Users access an established job template to create each set of job requirements. The user can route the requisitions to an approver or forward them for release to recruitment vendors through the OST Account Management team.
- *Distribute Requisition:* OST's AMs use the VMS to distribute requisitions to all suppliers, specific suppliers, or tiered suppliers depending upon the user's preferences and business rules.

- *Select Candidate:* The VMS can rank and score candidates based on criteria identified during requisition creation to make it easy for OST and hiring managers to efficiently review large numbers of candidates and quickly focus on the best-suited candidates for the role.
- *Compliance/Onboarding:* The configured VMS can manage the onboarding process, display responsible for each onboarding activity, and maintain all relevant documentation for each engaged resource.
- *Payment Management:* The VMS can manage all aspects of time and expense tracking, such as allocating time and expenses to the appropriate purchase order. It can also integrate with existing ERP systems such as SAP, Oracle, and PeopleSoft.
- *Off-board & Evaluate:* The configured VMS can complete off-boarding activities such as collecting company assets, termination of system accounts, collection of security badges, and distribution of satisfaction surveys to hiring managers to track supplier performance.
- *Reporting:* The report tools delivered with the VMS can generate reports on any data captured within the solution and create ad-hoc reports as desired. [REDACTED]
- *Statement of Work (SOW) Engagements:* VectorVMS provides the capabilities to support Statement of Work engagements on a Fixed Price or Time and Materials contract basis.

[REDACTED]

VectorVMS models its security infrastructure, standards, policies, and procedures from several industry data security and privacy standards, including the Open Web Application Security Project (OWASP), ISO-17799, Health Insurance Portability and Accountability Act (HIPAA), and SANS best practices. To prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use of confidential and personal information, Vector has adopted appropriate physical, electronic, and managerial procedures

to safeguard and secure the information processed. Vector allows for the delineation of access to maintain information integrity by the user agencies and supplier pool.

Additional VMS Capabilities

In this section, OST will describe the additional VMS capabilities that OST delivers based on our long relationship with VectorVMS, additional tools we use to augment VMS capabilities, and the customization that OST provides [REDACTED]

OST has used the VectorVMS product exclusively since 2008 because it is the best available VMS product,

[REDACTED]

The ability of the System to Manage the Day-to-Day Process of Resource Management

The VectorVMS product manages the full scope of resource management activities. Exhibit I-5 20 shows the modular product breakdown, which reflects each of the lifecycle processes. OST's [REDACTED] supports end-user customization for virtually every process, template, report, and workflow. VectorVMS is simple to navigate and easy to customize for end-users, subcontractors, placed resources, and stakeholders. The product provides multiple navigation tools to support both novice and expert users. OST can further customize navigation with agency-specific decision-support workflows. The common start point for each user is their customized dashboard. Immediately after a user logs into the VMS, they see their customized dashboard view. The VectorVMS standard and most typical customized dashboards include a menu bar, shortcut icons, a status display of current user activities, a calendar of impending actions, and links to all relevant documents. This dashboard view provides in-process requisition status and navigation links to the functional system capabilities based on the user role and permissions. [REDACTED]



Exhibit I-5 20: VectorVMS's Full Scope of Day-to-Day Process for Resource Management Meet all ITSA Program Needs

This user dashboard provides at-a-glance visibility into crucial system processes and user-required actions, such as requisitions pending approval, active candidates, interviews accepted, engaged resources, and expenses pending approval. A user can click on any action in the current activity list, any alert on the calendar, or any document in the Attachments list to navigate to a screen that gives the user the ability to drill down to a specific action item or for more information.

The VectorVMS product provides out-of-the-box templates to perform all lifecycle processes. OST's [REDACTED] provides support to each end user to develop their customizations. [REDACTED]



OST can customize all aspects of the resource management lifecycle [REDACTED]
The VectorVMS product offers a useful capability to add workflow and decision support capabilities into each user agency's customized lifecycle process. This feature is their Guide-Me. Exhibit I-5 30 shows a composite view of two steps from this function. Again, OST can implement these workflow and decision support customizations [REDACTED].

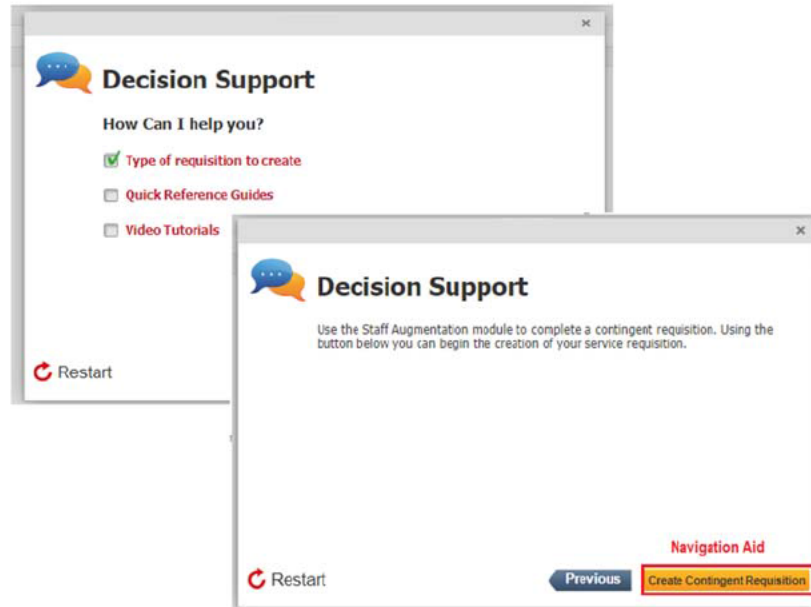


Exhibit I-5 30: VectorVMS Guide-Me Function

The ability of the System to Manage PO Limits

The VectorVMS product can track every requisition and resource to a specific Purchase Order (PO). Our AMs use their knowledge of each agency's operations to enter and associate the VMS's correct information. The system can track the following PO fields:

- PO Number
- PO Start and End Date (Period of Performance)
- Line-Item Number
- Line-Item Description
- Line-Item Hours
- Line-Item Labor Rate
- Line-Item Total Value
- Total PO Value

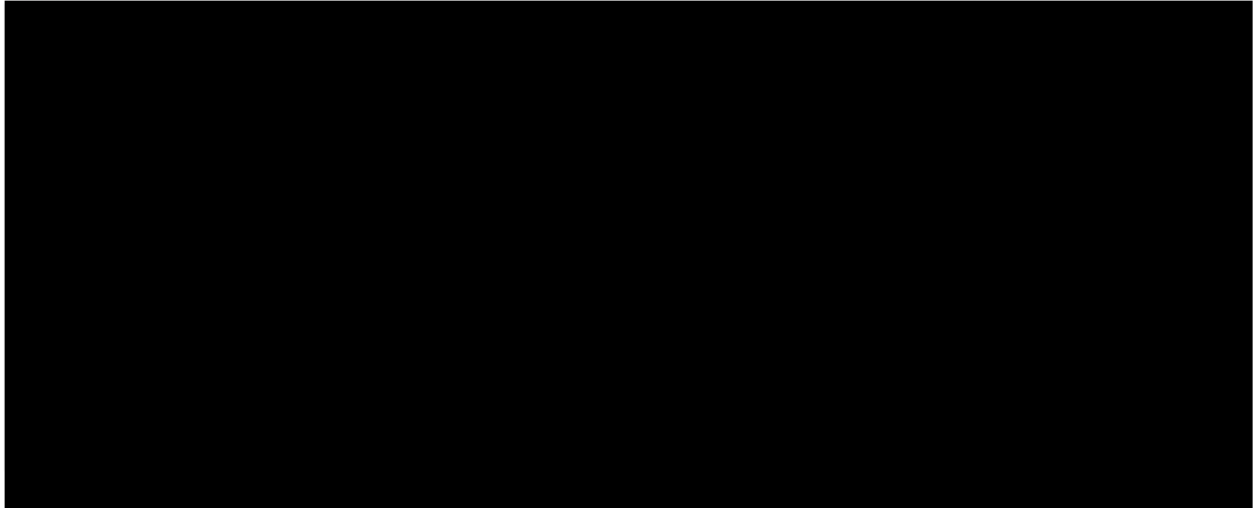
[REDACTED]

[REDACTED]

[REDACTED]

The ability of the System to Filter Reports by Agency, Requisitioner, Resource and Subcontractor and Sample Reports

VectorVMS product reports can filter and sort contents by any available field in the report. [REDACTED]



The ability of the System to Generate and Deliver Daily, Weekly, Monthly Reports Electronically, and Sample Reports

VectorVMS supports detailed user-defined reporting at the statewide, delivery center, agency, and program unit levels by allowing individual entities to view and sort data, which agency users can use to develop reports. End users can develop custom reports based on 120 existing out-of-the-box reports [REDACTED] or a blank slate. [REDACTED]

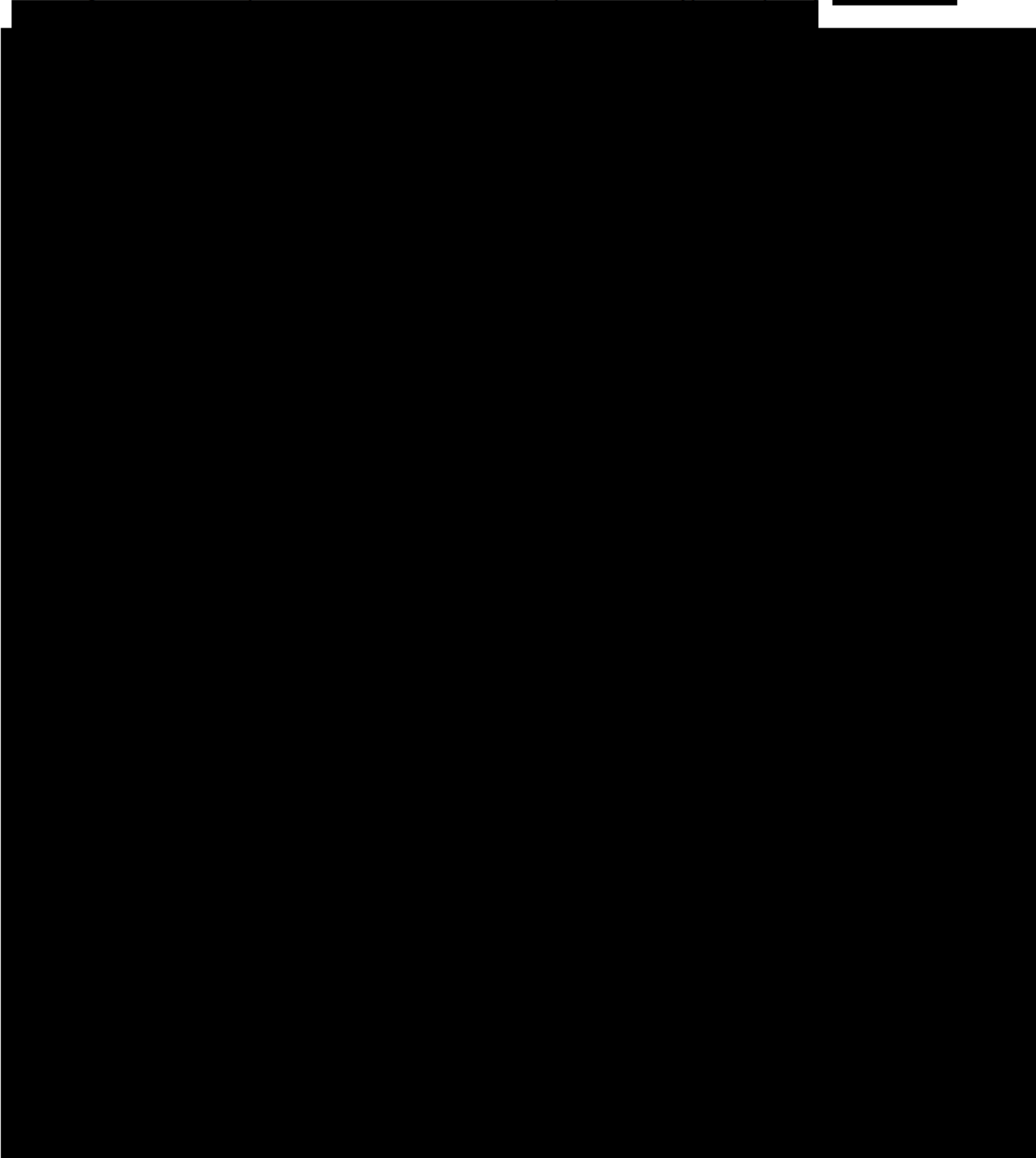
[REDACTED] he VMS uses real-time analytics and robust BI to capture and analyze data on the quality, efficiency, risk, and costs associated with the Commonwealth's contingent labor program. OST can deliver reports in various electronic formats, including Excel, tab-delimited, comma-delimited, CSV, XML, and PDF. [REDACTED]

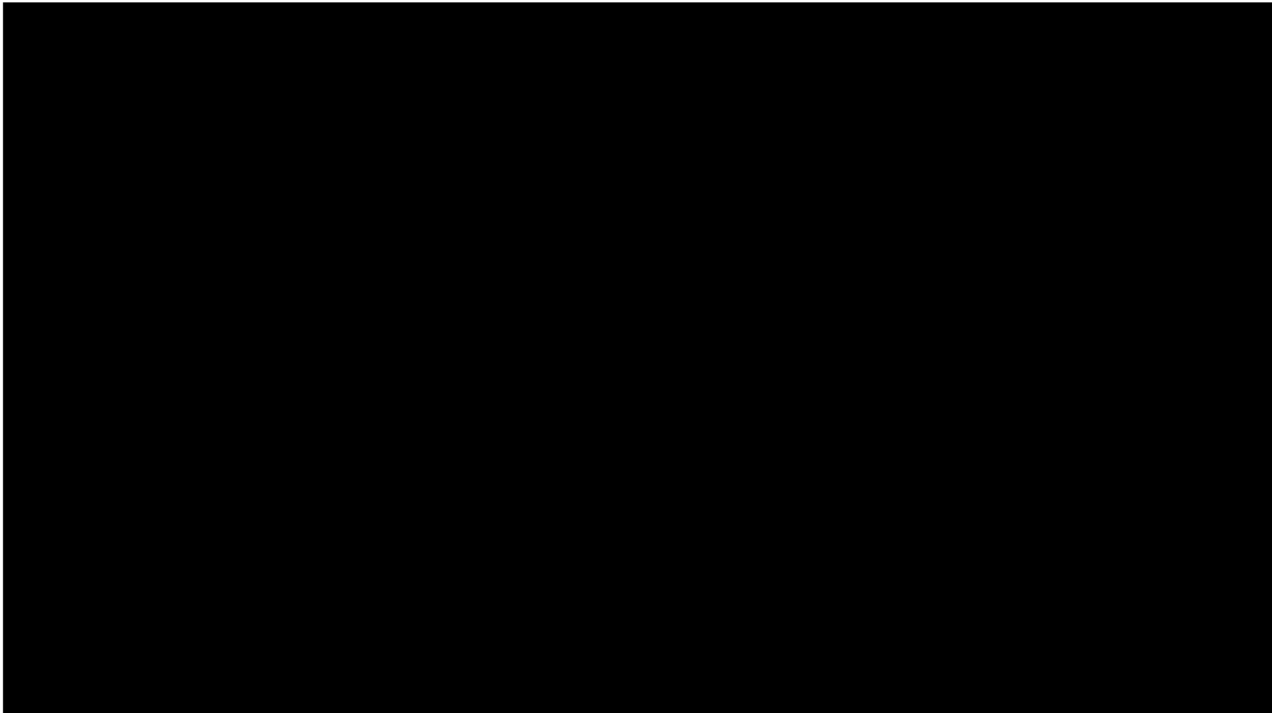
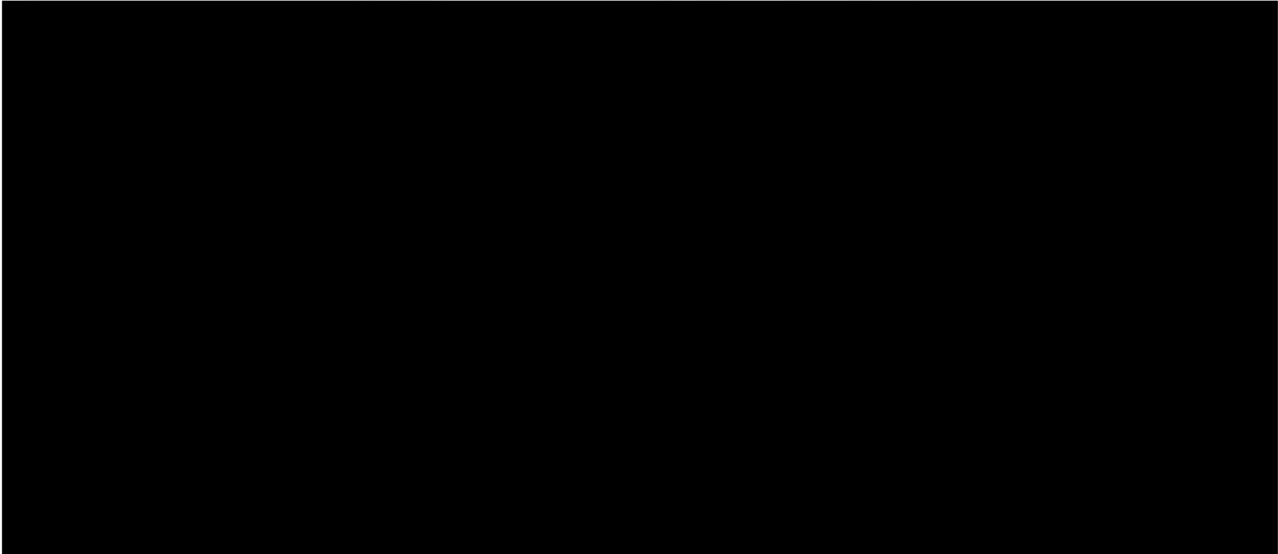
Authorized users can preview and analyze reports online by creating self-generating reports from live data in real-time. This information can also be exported in formats suitable for import into nearly any preferred data analysis tool. Users can also seek analytical and technical assistance from OST, [REDACTED]

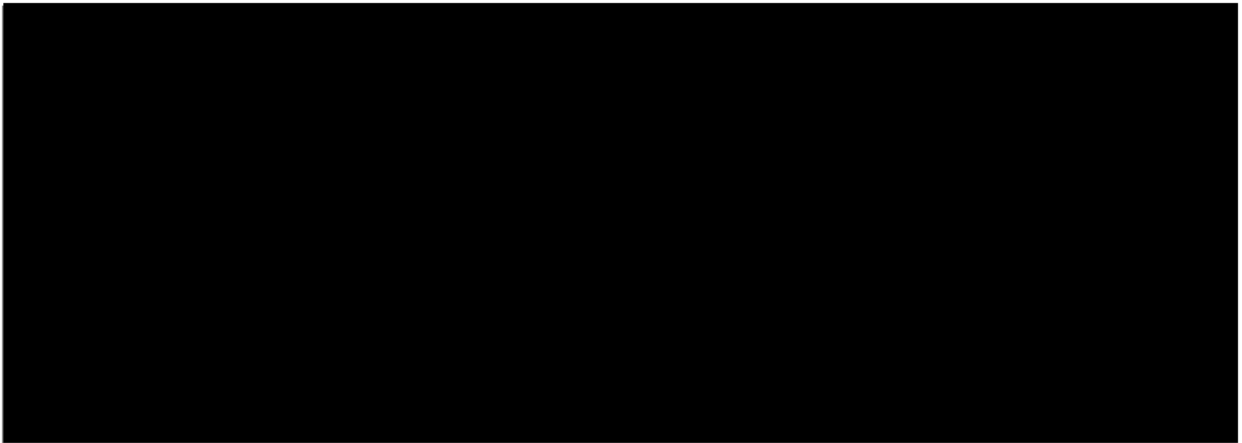
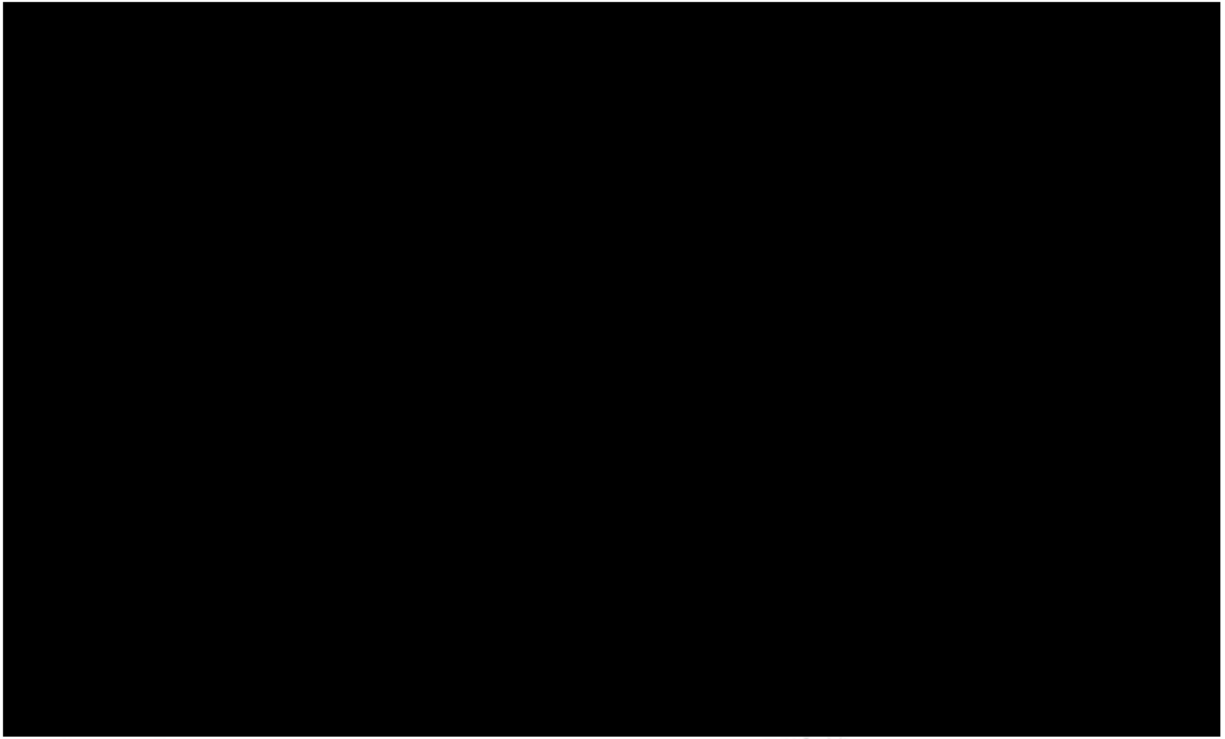
VectorVMS can track and identify various information to create self-generating reports or alerts. [REDACTED]

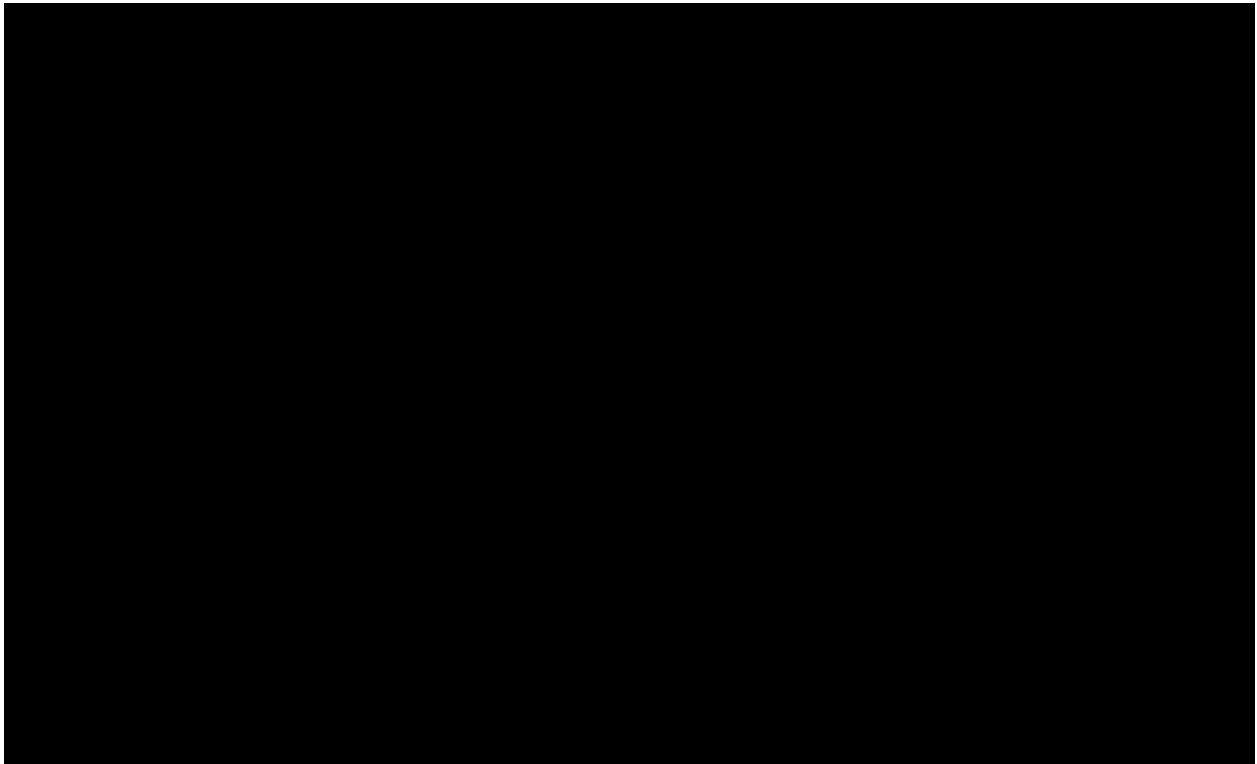
██████████ The system tracks and captures a wide range of information into self-generated reports at regular intervals, such as weekly or monthly compliance reports, trend analyses, and custom user reports.

The range of available reports is too broad to include samples of each type adequately. ██████████

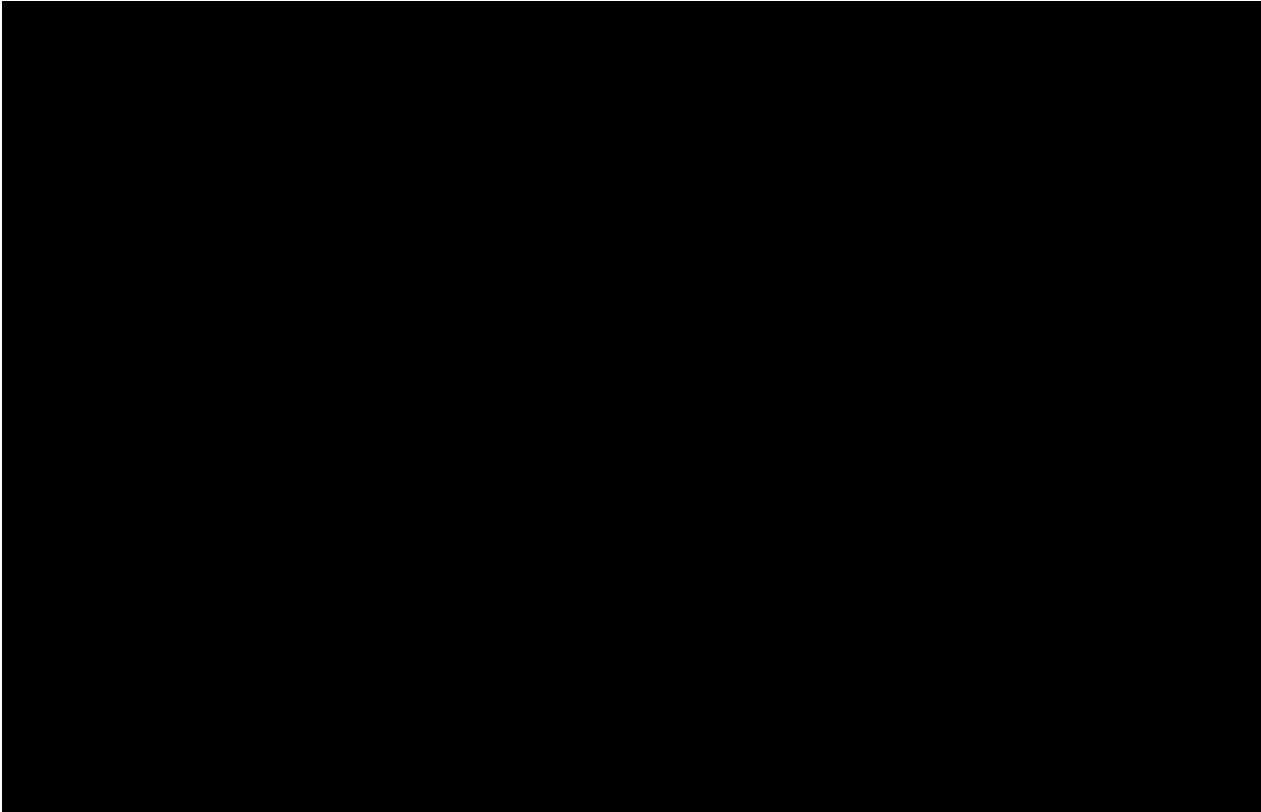


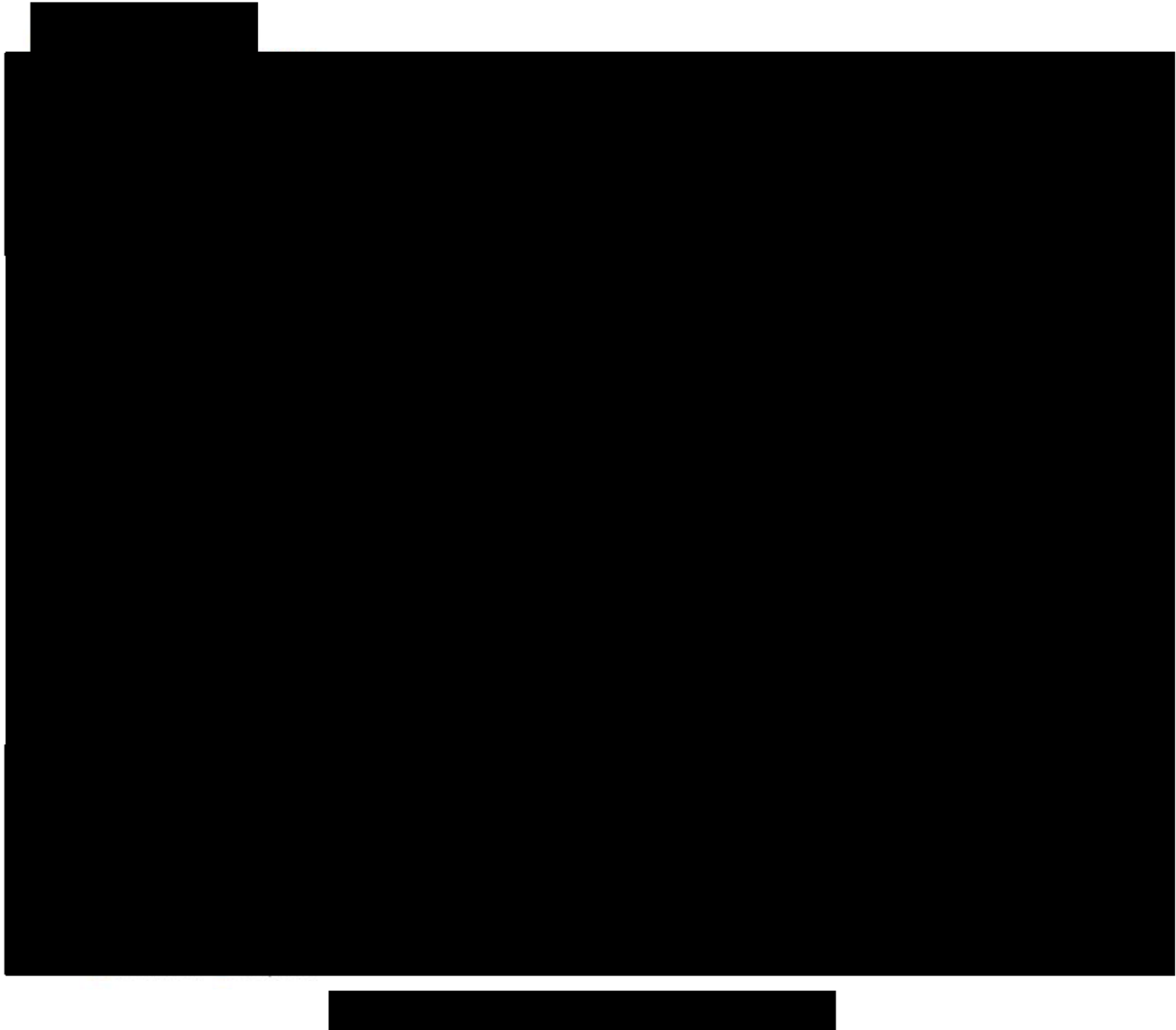


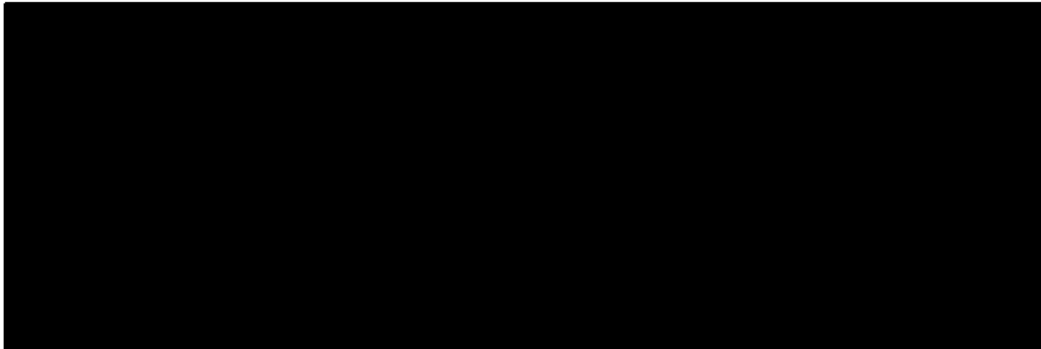
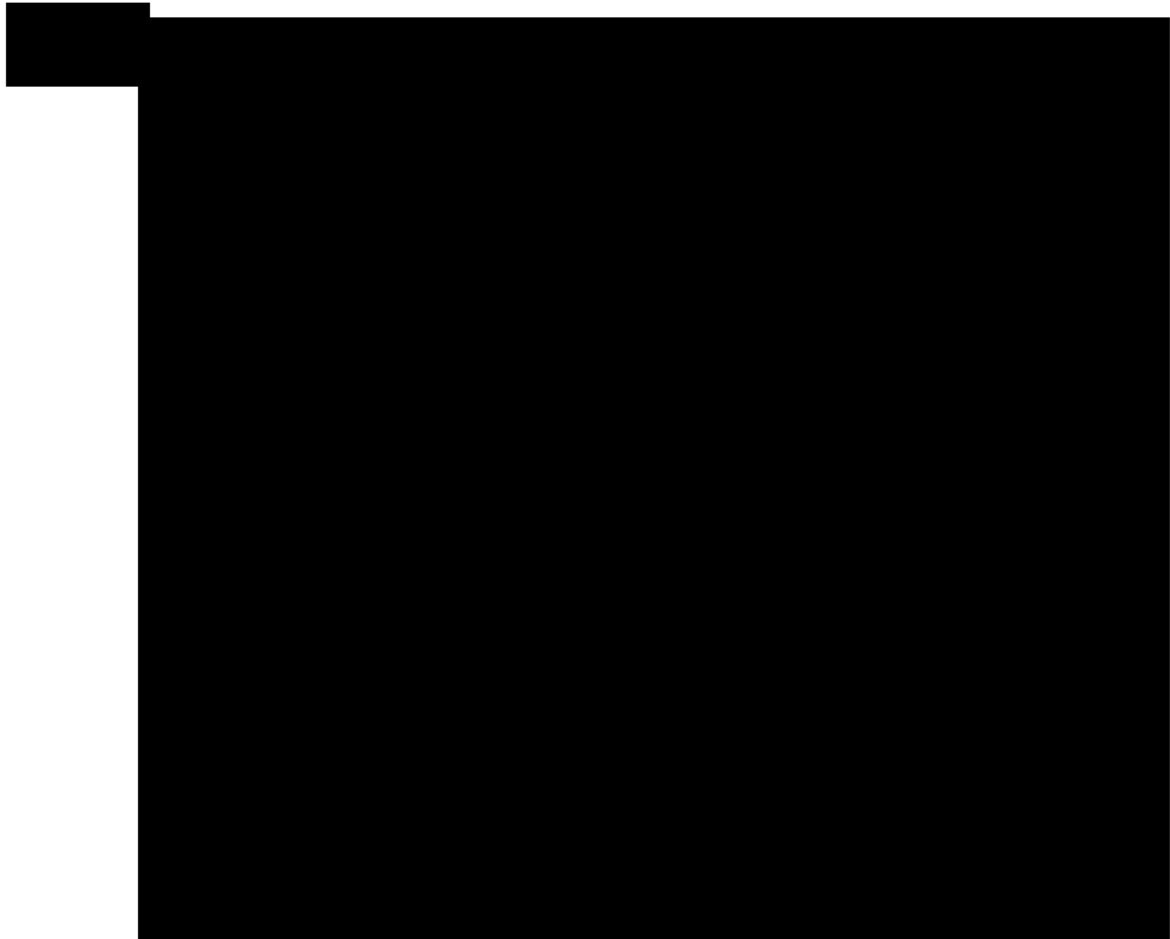


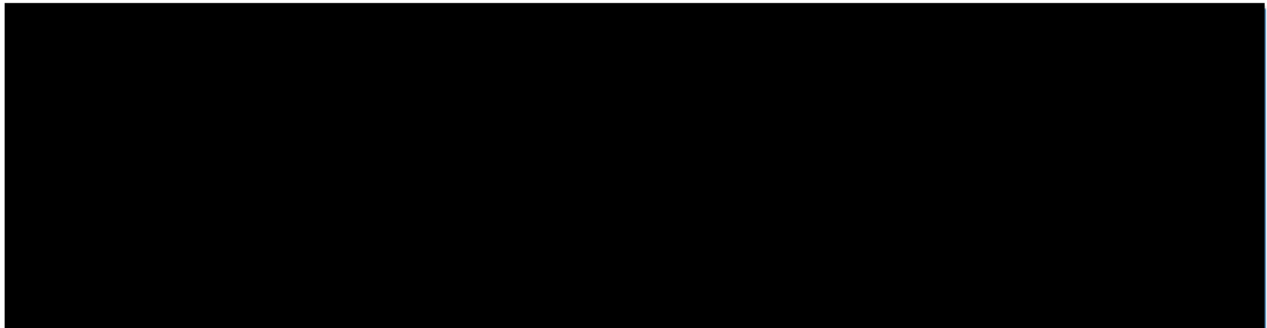
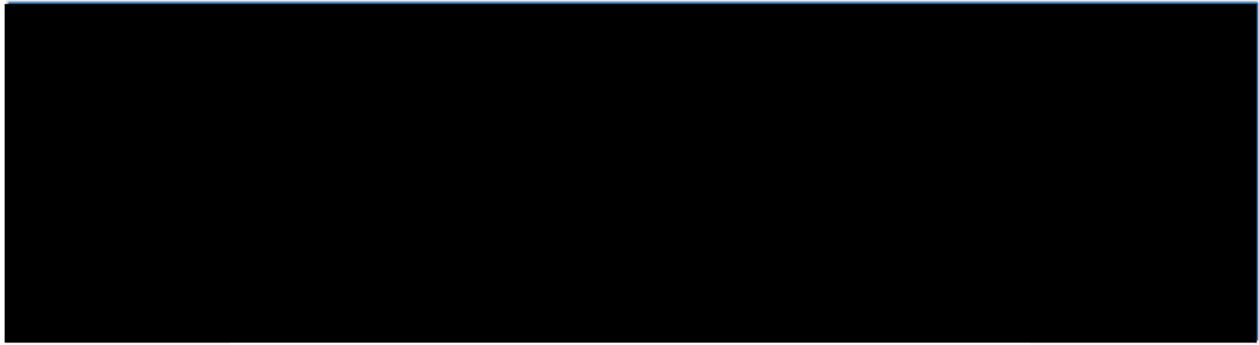












Availability of Real-Time Data

The VectorVMS product operates from a cloud-based platform with access to real-time data by authorized users on a 24 x 7 basis. VectorVMS is a 100% web-based tool accessible using the most commonly available browsers. All product functionality is browser agnostic – i.e., the tool performs the same on all the browsers and all the devices – PC, Mac, tablets, and mobile devices.



[Redacted]		[Redacted]	
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Frequency of Data/System Updates

Vector/VMS databases provide real-time access with a [REDACTED] refresh, so data is always current.

[REDACTED] The company deploys minor releases during off-hours, with little to no customer / user disruption. They provide advance notice to our MSP team of their planned maintenance schedules, and [REDACTED]. The company deploys major annual releases. For these releases, they provide detailed deployment plans, typically several months in advance. [REDACTED]

Types of Data Retained in the VMS and Duration of Retention

The VMS types are transactional information related to requisitions, candidates, interviews, engagements, timesheets, expenses, POs, compliance documents, evaluations, user information, subcontractor information, reports, and activity logs.

[REDACTED] For CoPA, OST can provide a valuable resource from our prior contract. We can retain the information captured from the prior contract to provide CoPA management with reports that show longer trend lines and improvements from contract to contract.

Ability to Enter resources hours into the VMS and agency-specific timekeeping systems

Placed resources enter their weekly time and expenses directly into the VMS, and the VMS automatically sends a notification to the timesheet approver. Resources can enter time as a single entry for the hours or partial hours worked for a day. Alternatively, a resource can enter time with starting, ending, and break times. The time entry tool calculates the hours worked for the day. [REDACTED]

The current configuration of VectorVMS does not integrate with the various agency-specific timesheet management systems. Resources must enter their time directly into the agency systems. OST will work with any interested agency to develop a process for resources to enter their time in an agency-specific system and have that system send the information to OST for electronic upload to the VMS. We have successfully performed these integrations previously, including for the District of Columbia government.

[REDACTED]

D. Training. The selected Offeror is responsible for developing, conducting and managing all of the training requirements in this RFP, unless otherwise noted. The selected Offeror shall keep a log of any trainings attended by subcontractors, resources or Commonwealth Employees and provide it to the Commonwealth, if requested. Training shall include but not be limited to:

1. **Onboarding.** The selected Offeror will conduct onboarding training to all applicable subcontractors, resources and designated Commonwealth employees during the implementation of the Contract resulting from this RFP. Training shall include, but not be limited to: how to use the contract, vendor management system, etc.
2. **Vendor Management System.** The selected Offeror must facilitate one (1) or more training sessions with the agencies, subcontractors and resources (if applicable) to demonstrate the VMS. At a minimum, end-user agencies must be trained on the VMS during contract implementation, before the onboarding of a new agency to the Contract and for new employee(s)/transfer(s) (as needed). Refer to section **I-4. B.** and **1-5. C. Vendor Management System** for VMS requirements.
3. **Specialized Agency Training.** The selected Offeror is responsible for certifying all deployed resources participate and successfully complete all

Commonwealth mandatory trainings (as applicable), which may be unique to each agency and may occur outside normal business hours.

Offeror shall describe its training program and how it will train all end-users (i.e. offeror staff, subcontractors, agencies and resources) under the resulting contract. Include the number of personnel to be trained, duration of the program, place of the training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

For agency specific training, Offeror shall describe the process it will use track and verify that all resources successfully complete any mandatory trainings either prior to deployment to an agency or within a set period of time identified by an agency.

Offeror shall identify any additional training, not already identified above, that it will provide to the end-users of this Contract.

Offeror Response

Training Program Description

OST's end-user training and coaching [REDACTED]

[REDACTED] OST has a successful track record of effective training and coaching, over thousands of engagements and thousands of training sessions through our internal OST University (OSTU). We target our training / coaching to program end-users and stakeholders' specific needs, e.g., agency users, contract administrators, subcontractors, resources, and the OST project team. [REDACTED]

[REDACTED] We will provide users with the tools (e.g., methods of access and forms of training materials) to self-serve if they wish, and we are always a phone call, email, or in-person visit away. We already have a complete library of training courses and materials that are available on day-1 of the new contract. [REDACTED]

[REDACTED] he changes we anticipate we will address include VBE utilization, monthly evaluations, the ten-day rule on new contractors, expectations for scheduling interviews / making a selection, 24 hours of training to maintain a professional license, and audience questions. [REDACTED]

[REDACTED] We will deliver this training to all [REDACTED] active hiring managers, [REDACTED] active subcontractors, and any new end users during the contract transition period. [REDACTED]

[REDACTED] OST develops all training material for resources, including timesheets and expense entries. These training materials are provided to the subcontractors for educating their resources, [REDACTED]

Training Methods for all End-Users

We provide in-person training, present remote training, one-on-one coaching, supplemental assistance, and a downloadable training library. Users can choose their preferred training approach. [REDACTED]

[REDACTED]

Our training methods have a proven record of successfully educating all Commonwealth's program users and stakeholders. Under our current CoPA contract, we provided customized or standard training for over [REDACTED] end users.

Location of Training

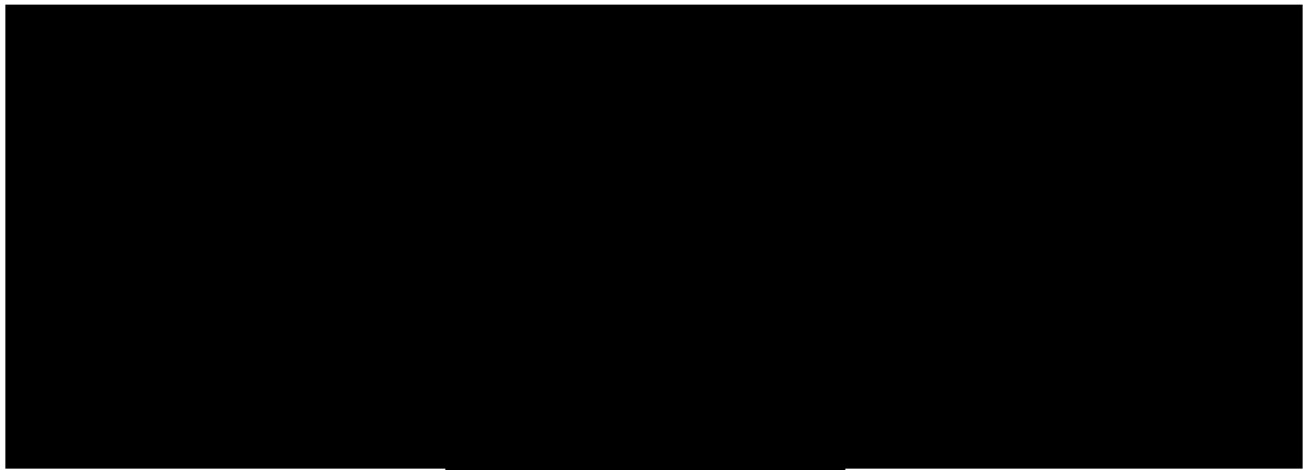
The place of training for each topic depends on the user's choice about the method of training. If the user requests personal one-on-one training, the user and AM will mutually agree on a location. If the user chooses a virtual training format, the location can be at the user's office, home, or any place to establish an internet connection.

Number of Users to be Trained and Duration of Training

Our current CoPA contract delivered customized or standard training for over [REDACTED] end-users, independent of user self-training from our training libraries. We can increase the number of delivered training sessions [REDACTED] with our current staffing levels and further with recorded training sessions. We will provide training throughout the contract life.

Curricula

[REDACTED]

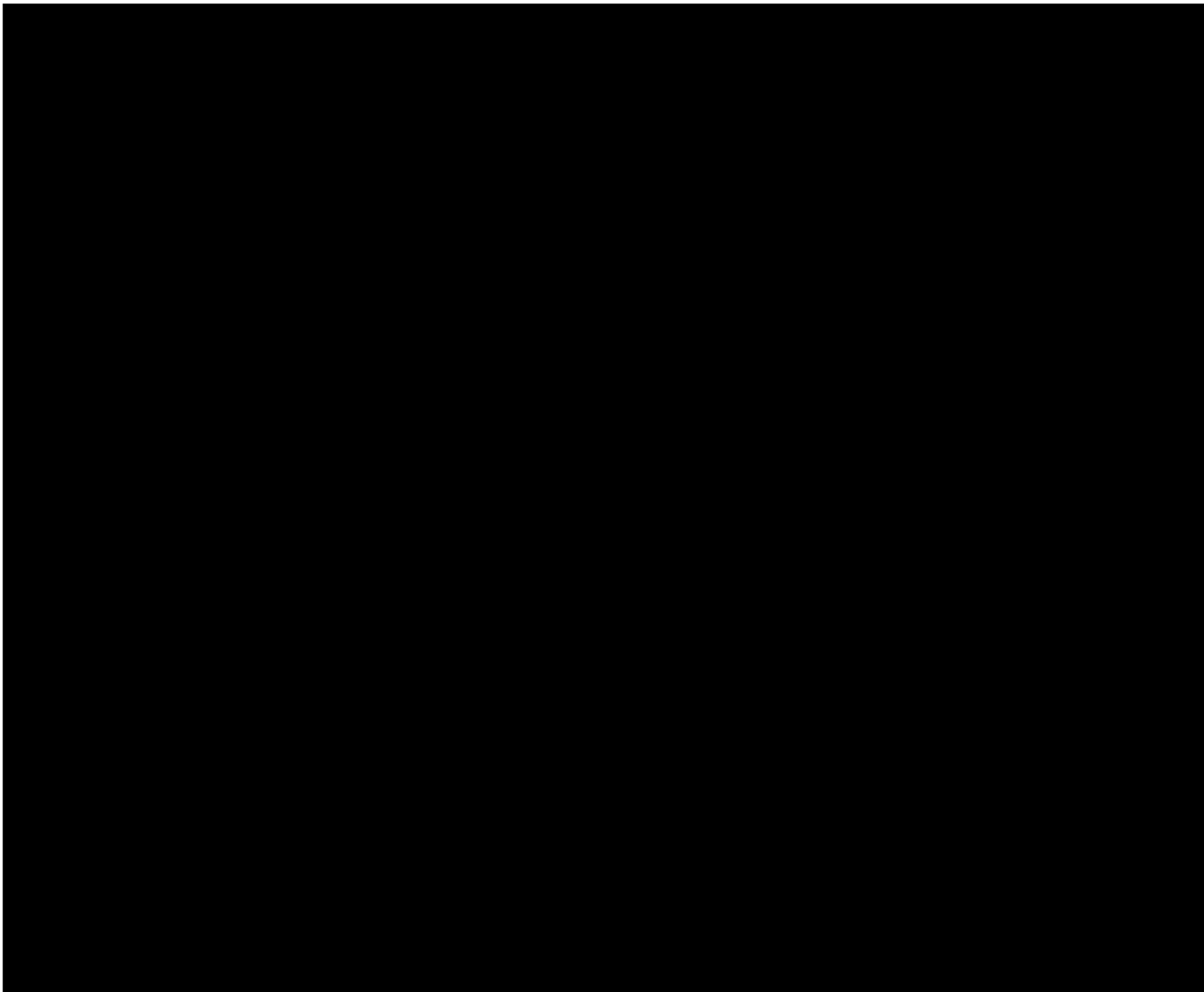


We can deliver all of these courses [redacted] (depending on the range of content, number of questions, and interaction scope).

[redacted] Every audience class receives training in using the VMS platform [redacted]

[redacted] In addition to the training courses [redacted]

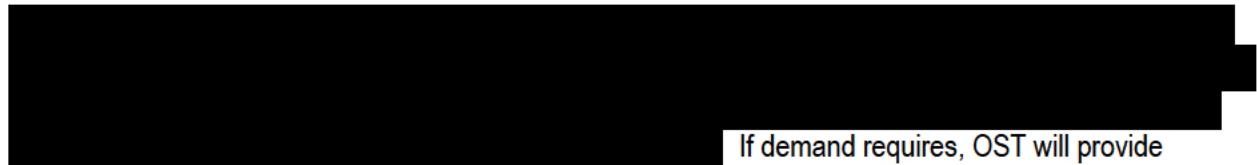
We will work with CoPA to further tailor our training plan to ensure complete coverage. Finally, VectorVMS provides an extensive library of online training materials, which are also available to CoPA program end users. [redacted]



Training Materials

All training materials are in the electronic form to allow students to retain them on the personal PCs. The training materials are MS Word, MS PowerPoint, XML text, and pdf documents.

Number and Frequency of Sessions



If demand requires, OST will provide additional training sessions to accommodate. In practice, new agency hiring manager, subcontractor, and resource training [redacted] as the OST PM and assigned AM onboard the party to the PA ITSA program.

Number and Level of Instructors

Our [REDACTED] Account Managers primarily deliver OST's training. They are all experienced in training course delivery and specifically with the existing PA ITSA curricula.

Process to Track and Verify Mandatory Training

OST maintains, tracks, and verifies training provided under the ITSA program, both for transition and ongoing support. We keep separate logs of the training supplied to CoPA agency users / stakeholders, subcontractors, and placed resources. We administer training separately for each audience group and maintain these records [REDACTED].


- **Agency Users / Stakeholders:** OST's AMs deliver this training and record the training participants' names and dates. We use [REDACTED] to capture these training records and agency users / stakeholders that chose to use our online library to certify their completion of each mandatory course.
- **Subcontractors:** We present training sessions online for subcontractors and allow subcontractors to use our online library if they cannot attend a scheduled session. [REDACTED]

- **Placed Resources:**

[REDACTED]

[REDACTED]

[REDACTED]



E. Competitive Order Process: The Commonwealth has developed a high-level order process, described below, that must be utilized throughout the term of the Contract to ensure that the selected Offeror is providing the best possible service/resources to the Commonwealth:

1. Agencies will submit a request to fill a position (i.e. requisition) through the selected Offeror's VMS. The selected Offeror may not accept resource requests through any other means (i.e. fax, phone calls, etc.). The requisition shall include, but not be limited to: specific title, scope of work (professional responsibilities), additional agency requirements, labor relation approval (if applicable), requested start date, the timeframe the resource is expected to be needed (i.e. work schedule (days & hours), length of time, etc.), location of the position and type of assignment, as follows:
2. Upon submission of the requisition, the VMS must provide an electronic notification to the requestor of the receipt of the requisition. The Project Manager and/or Account Manager will review and respond to the request within one (1) business day by advising the agency that the requisition is complete and the date on which resumes will be sent or that the requisition is incomplete and what additional information is needed.
3. The Project Manager and/or Account Manager will pre-qualify candidates for interview before presenting the candidates to the agency for interview.

The pre-qualification process will consist:

- a. Reviewing the candidate's ability to perform the job functions outlined in the position description (**Appendix B - Job Titles and Skill Categories**) and the agency's scope of work (if applicable);
 - b. Verifying all credentials are active and valid; and
 - c. The candidate has been apprised of the available position and is interested in interviewing.
4. The project manager and/or account manager must then provide a group of resumes (minimum of three (3) per request, but no more than five (5)) for the

agency to review. If the agency selects a candidate from this first group of resumes, the agency will proceed to **Item #5 below.**

If the agency determines the resumes provided do not meet the requirements as stated in the requisition, the agency shall request a new group of resumes from the selected Offeror. After the second group of resumes is provided and if no resumes within the group meet the requirements as stated in the requisition and clarified (if applicable) in the reorder process, the agency may continue with the process described above until an acceptable candidate is selected or proceed to **Item 6 below.** For each request for a new group of resumes, an agency must provide justification in the VMS as to why the resumes did not meet the requirements of the original requisition.

5. Agencies will have the opportunity to conduct skills assessments of the candidates chosen from the selected Offeror's group of provided resumes. The method (phone interviews, face to face interviews, web conference, video conference, capabilities tests, etc.) for the skill assessment is at the agencies' sole discretion. The agency must notify the selected Offeror within 10 business days of the candidates it chooses to interview along with the available dates/times for interview. The selected Offeror is responsible for coordinating and scheduling the skill assessment. If the agency conducts a skills assessment and determines that the candidates do not meet the requirements of the requisition, the agency will request another group of resumes from the selected Offeror. After the second group of resumes is provided and if no resumes within the group meet the requirements as stated in the requisition and clarified (if applicable) in the reorder process, the agency may continue with the process described above until an acceptable candidate is selected or proceed to **Item 6 below.** For each request for a new group of resumes, an agency must provide justification in the VMS as to why the resumes did not meet the requirements of the original requisition.
6. If the process for Item 4 or 5 occurs twice with the same requisition and the agency is still unable to find a candidate who meets the requirements of the requisition, the agency shall immediately notify the DGS Contract Administrator, in writing, and provide: the type of position requested, date of request, number of resources provided by the selected Offeror and reason(s) the candidates were not sufficient. The DGS Contract Administrator will review the position request with the agency to determine why the position cannot be filled (i.e. hard to fill position, specification issues, etc.) and agree on a solution to filling the position, which may result in the agency submitting a waiver request to DGS's Chief Procurement Officer to use a separate procurement method or contract to meet the service need.

7. At the conclusion of the skill assessment process the agency must make a candidate selection within three (3) business days and notify the selected Offeror. At that point in time, the selected Offeror will ensure all credentials and are in place and the background check has been conducted (if applicable). The selected Offeror will then provide the agency with the final hiring details and provide a start date for the candidate, which will be within 30 days of selection or 45 days if a FBI background check is required.
8. If a resource begins work for a particular agency, and the agency determines within 10 business days that the resource does not have the skills or capabilities necessary to complete the requirements as defined in the requisition, the agency may request that the resource be replaced immediately, and the agency will not pay for the work conducted by the unacceptable resource. The Commonwealth may also reject any replacement resource according to these procedures.
9. If a replacement is required for any reason, the selected Offeror must provide a group of resumes (minimum of three (3) per request, but no more than five (5)) for the agency to review within two (2) business days. The selected Offeror may not submit a resume for a candidate who has been previously rejected (within 1-year) by an agency for the same position. The agency will make notes in the VMS as to why a candidate was rejected for a position. Not selected for a position does not mean that candidate was rejected.

If the selected Offeror and/or its subcontractors is not able to fill a requisition (i.e. resource) and the agency is granted a waiver by DGS to issue a separate procurement to acquire the resource off-Contract, the selected Offeror and/or its subcontractor cannot bid on the solicitation. During the solicitation process, the selected Offeror must actively recruit for the resource until the need is filled, and the requisition is removed from the VMS.

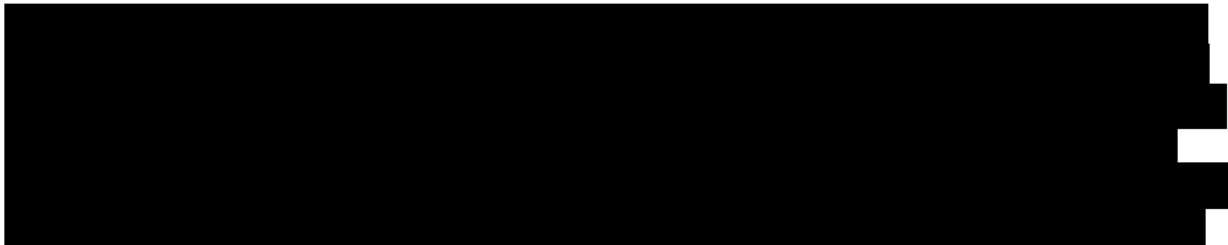
Offeror shall acknowledge its understanding of the above requirement and describe any additional process/procedures and timeframes

Offeror Response

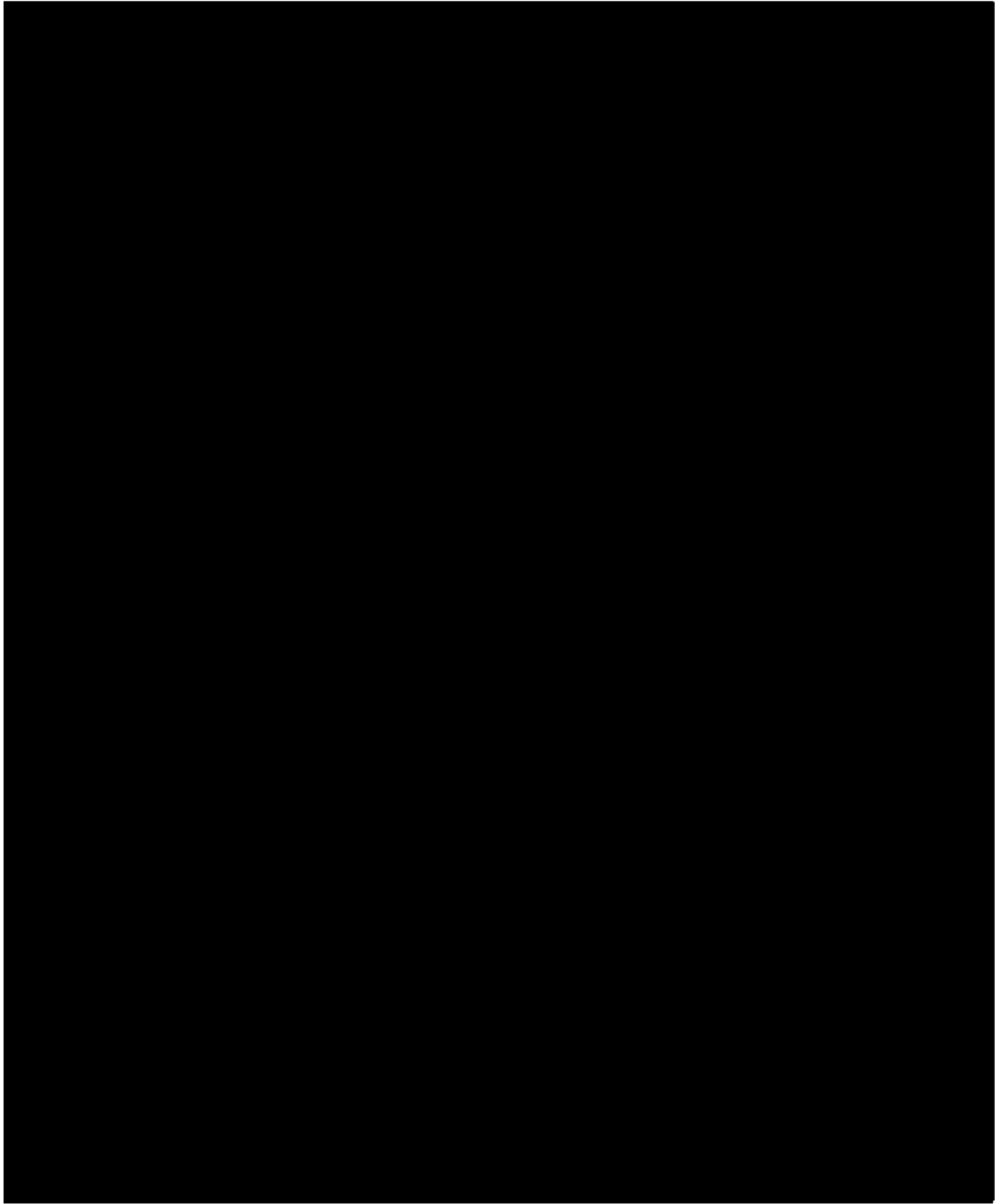
OST acknowledges and will use the Commonwealth's high-level order process listed below.

1. Requisition Development and Submission
2. Notification of Requisition Receipt and Requisition Approval
3. Pre-Qualification of Submitted Candidates by OST
4. Selection of the Three to Five Candidates that offer CoPA the highest quality and best value

5. Request for Additional Resumes if the Initial Set of Candidates Does Not Meet the User Needs
6. Facilitation of Candidate Skills Assessments and Interviews
7. Assessment of the Cause of Unsuccessful Searches and Identification of Additional Fulfillment Actions
8. Candidate Selection and Final Credentialing
9. Process for Removal and Replacement of Candidates within the first ten days of an Engagement



OST's AMs will gladly perform the activities required to acquire a staff augmentation resource.



[Redacted]

[Redacted]

OST has used this workflow process successfully for the past five years on the PA ITSA contract to meet agency requirements.

[Redacted]

The following materials are a narrative description of our technical approach to accomplish the work for the ten requirements in the Commonwealth's high-order process.

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Right to Represent Acknowledgement

By signing below, I acknowledge and agree that:

- _____ (PA ITSA Network Member) has the exclusive right to represent me in matters of work assignment relating to the IT Staff Augmentation Services Contract by submitting my professional resume to the Commonwealth of Pennsylvania for the type of position(s) identified below;
- I am available to interview for this assignment immediately, and to begin work within 2 weeks if selected;
- I am able to work for the entire duration of the position(s) identified below; and
- I have not provided a similar "Right to Represent" to any other vendor, and understand that doing so will disqualify me from consideration for the position(s) identified below, and potentially restrict me from future participation in PA ITSA.

Candidate Name

Candidate Signature

Position Title(s)

VectorVMS Requisition #

Duration Period of Position(s)

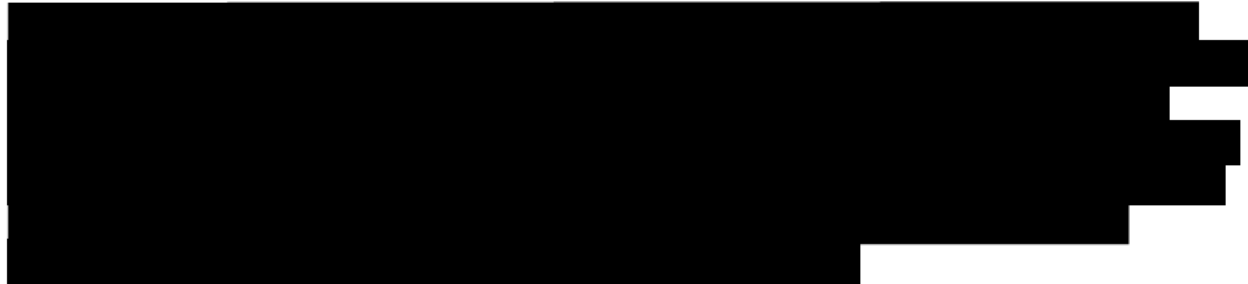
Today's Date

Instructions to Network Members:

Once the "Right to Represent" form is complete, including the candidate's signature (required), please submit electronically with the candidate's application in VectorVMS. A candidate will not be considered for this position without a valid "Right to Represent" form on file.

Direct any questions to PAITSA-Support@ostglobal.com. Thank you.

Exhibit I-5 57: PA ITSA Right to Represent Acknowledgement



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

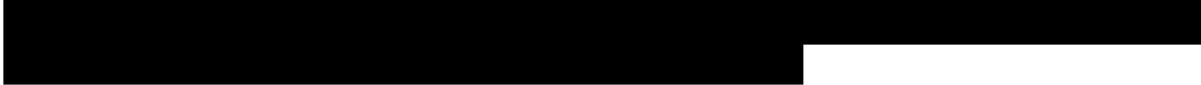
[Redacted]

[Redacted]

OST has the flexibility to make any adjustment needed in the replacement process to suit the hiring manager's needs.

[Redacted]

[Redacted]



F. Exception to the Competitive Order Process. In addition to the order process outlined in I-5 E. **Competitive Order Process**, agencies may also request a specific resource or request a position for a job category that is currently not listed in **Appendix B – Job Titles and Skills Categories**.

1. **Specific (Direct) Resource Requests:** A specific resource request includes any requisition of a resource that is not released to the selected Offeror's network of staff augmentation resources for the Commonwealth to make a selection. This includes all extensions and renewals of resources currently providing services to an agency.
 - a. Agencies may request a specific resource from the selected Offeror if the resource meets at least one (1) of the following conditions:
 - i. The resource has performed as a subject matter expert on a custom application or within a similar business environment within the last five (5) years.
 - ii. The resource has a specific skill set required by an agency, e.g., an organization implements a new software product and an agency needs support that is not covered under an existing software contract.
 - iii. The resource is required due to an emergency situation.
 - b. Agency CIO or designee approval is required to request a specific resource from the selected Offeror.
 - c. Approximately 65% of hours worked come under the current contract comes from specific resource requests.
2. **Job Category Exceptions:** A job category exception may be used when an agency has a need for IT staff augmentation services that are not included in the current list of job titles and skill categories or rates.
 - a. Agencies may utilize the job category exception only after the following conditions have been met:

- i. The agency has made an effort to classify a requisition under the current job titles and skill categories or rates.
 - ii. The agency has requested that the selected Offeror survey the network of qualified subcontractors to validate the job title, skill classification and rate.
- b. Exception requisitions may be released to the selected Offeror's network of staff augmentation resources or filled by a specific resource request.
 - c. Agency CIO or designee and Contract Manager approval is required for the use of the exception job category.

Offeror Response

Direct and exception placements have advantages and disadvantages for the Commonwealth. They allow customer agencies to obtain support from known proven resources, often with existing institutional knowledge, for emergency situations, or with a mixture of skills / knowledge that is not available from established labor categories. However, these placements can also lead to higher program costs. Over the past five years, OST successfully placed over [REDACTED] directed and exception orders for the CoPA ITSA program. The use of exception labor categories [REDACTED]

[REDACTED] We use a modified order process to address the Commonwealth's policies for directed / exception orders. One measure of the effectiveness of our process and execution is that we have had zero complaints with this process over the last five years. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

G. Purchase Order (PO) Management: The selected Offeror will be reimbursed for all resource hours worked during an engagement and will be paid in accordance with the rate for the appropriate job title and skill category set forth in the **Appendix J – Cost Submittal**. Resource hours worked must not exceed the hours on the PO without prior agency approval and a resource cannot work beyond the expiration date of a purchase order. An agency will not pay for resource hours that exceed the PO limit without an approved change to the PO nor will the agency pay for a resource who continues to work after a purchase order has expired, unless a new approved purchase order is in place. The selected Offeror shall track the available hours and usage and prohibit billing beyond the allotted hours/expiration date on a PO.

Offeror shall describe how it will track and manage all agency PO's, verify the hours/days worked by a resource before the Commonwealth is issued an invoice for any services.

Offeror Response

To meet the fiduciary responsibilities of CoPA's ITSA program managers, the selected MSP must have a demonstrated ability to manage purchase orders and a sound process to do so. OST has successfully managed the [REDACTED] Purchase Orders (through February 8, 2021) that supported over [REDACTED] invoices since 2015, with a very low error rate due to PO issues. Our [REDACTED] are responsible for

managing the labor costs and expenses charged against each PO. They recognize the direct connection between the effective / accurate management of these POs and the Commonwealth's reimbursements to OST for resource hours and expenses.

[REDACTED]

PO Tracking, Management, and Resource Hour Verification

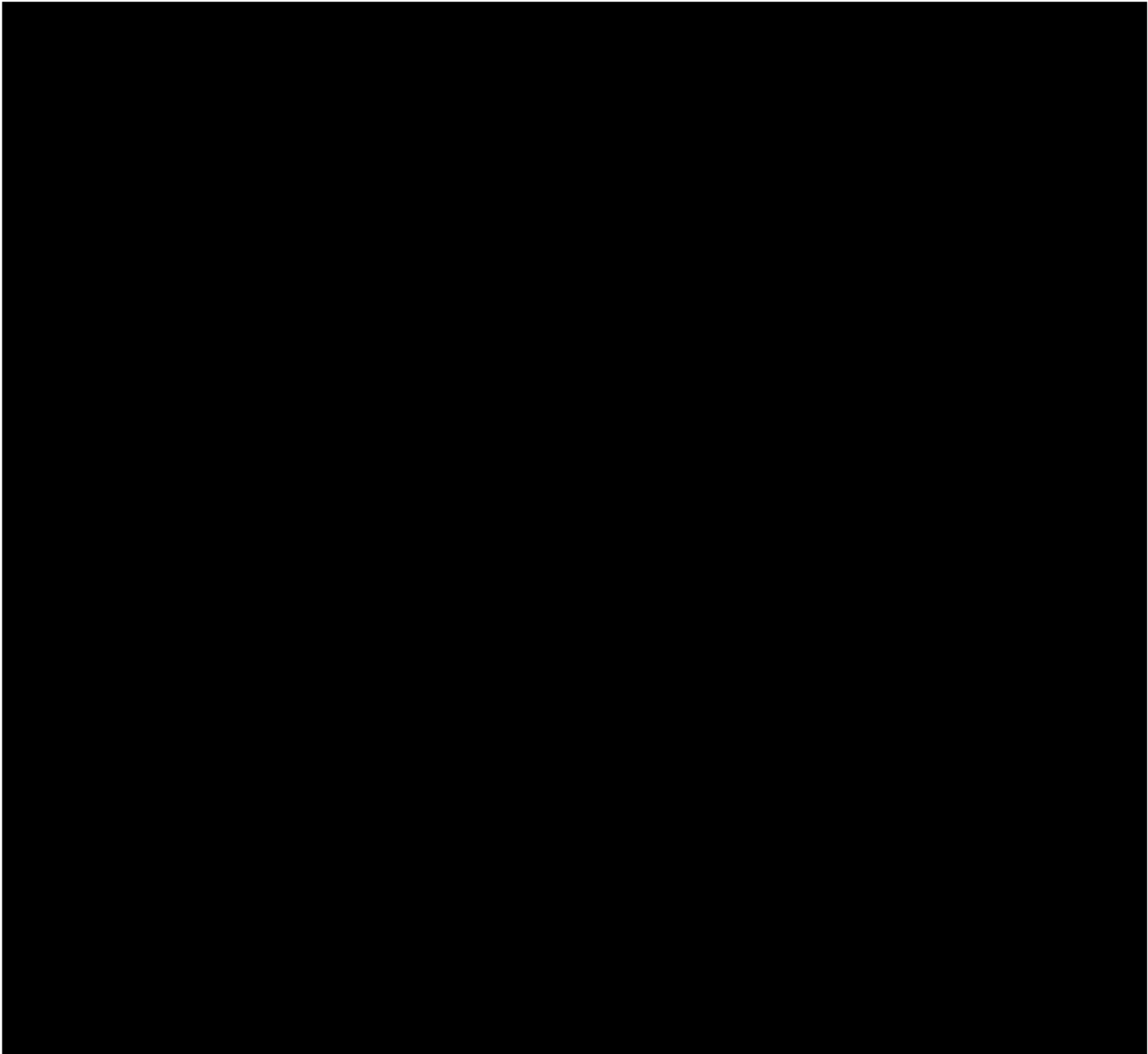
To manage compliance with PO limits, [REDACTED]

[REDACTED] Our team proactively prevents a resource from exceeding PO hours or the PO expiration date without an updated or new PO. [REDACTED]

[REDACTED] In addition, OST works directly with the agency hiring manager to inquire if the user has plans for additional assignment funding. If so, we work with the agency's purchasing office to process any additional purchase order money under a new / modified PO.

If no more funding is available or the PO will not be extended, the OST team closely monitors the hours being charged by the resource and then reaches out to the subcontractor and agency customer to advise of the last day of work and remaining hours to be charged. At no time can an Agency request that a resource provides services more than the currently available PO funds or beyond the expiration of the PO. OST strictly monitors and controls PO limits.

[REDACTED]



Closeout

To close out a PO, we verify the accuracy and approval of all timesheets / expenses, so we have final accounting for all expenditures. [REDACTED] Approximately 3 months after the PO closes out, the agencies typically request information on any unpaid invoices and then liquefy any remaining PO funds.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

H. Invoices. The Offeror shall describe its invoicing process, which includes but not limited to: the agency's ability to pre-audit the invoice before the final invoice is sent to the Comptroller's office (**Section 19. Billing Requirements in the IT Terms and Conditions**), invoicing frequency (i.e. weekly, bi-weekly, monthly invoices) and on what schedule the invoicing will be audited to ensure contractual compliance.

Offeror Response

OST's fully developed invoice process and sets of Agency-specific and COSTARS-specific templates and procedures will result in minimal transition time to a new contract. We provide individualized Agency invoices monthly, for the first through the last days of the month, and

[REDACTED]

[REDACTED] Our tools and processes are completely flexible to adapt to your needs. In addition, OST has participated in the CoPA eInvoicing program for five years. We developed an eInvoicing process to generate invoices in PDF format that are then distributed to the appropriate email accounts, creating new efficiencies in processing and invoice handling.

[REDACTED]

[REDACTED]

This can be useful when a Commonwealth Agency also requires the resources to enter time into their own Agency-specific timesheet system. We conduct OST and agency pre-audit activities as described below, with a final invoice on the required template after pre-audit activities are completed. When an invoice is generated, the eInvoice is submitted to the email address provided by DGS.

[REDACTED]


We have created processes and templates that are custom to the requirements of each Agency. Additionally, each Agency can have its own points of contact for invoice submission. Our team delivers invoices in multiple formats (email, paper, electronic submission, etc.), and we have customized these formats over the course of our contract to give Agency users the ability to quickly understand and make decisions based on our invoice reports. [REDACTED] In addition to our current formats, we plan to continue to provide options to CoPA for further improvements and efficiencies. [REDACTED]

Subject to agency requirements, invoices generally contain the following information:

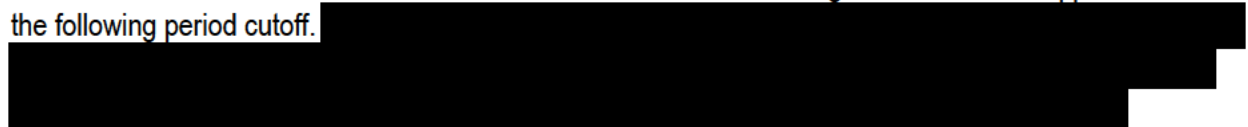
- Unique Identified for each Agency
- Subcontractor name and "Remit To" address, including SAP Subcontractor number
- Bank routing information
- Purchase Order number
- Delivery Address, including the name of Commonwealth Agency
- Description of the supplies/services in accordance with the Purchase Order
- Quantity provided
- Unit price
- Price extension
- Total price
- Delivery date of supplies or services

OST provides strong reporting and search capability that enables reports by Purchase Order and timesheet fields. [REDACTED]

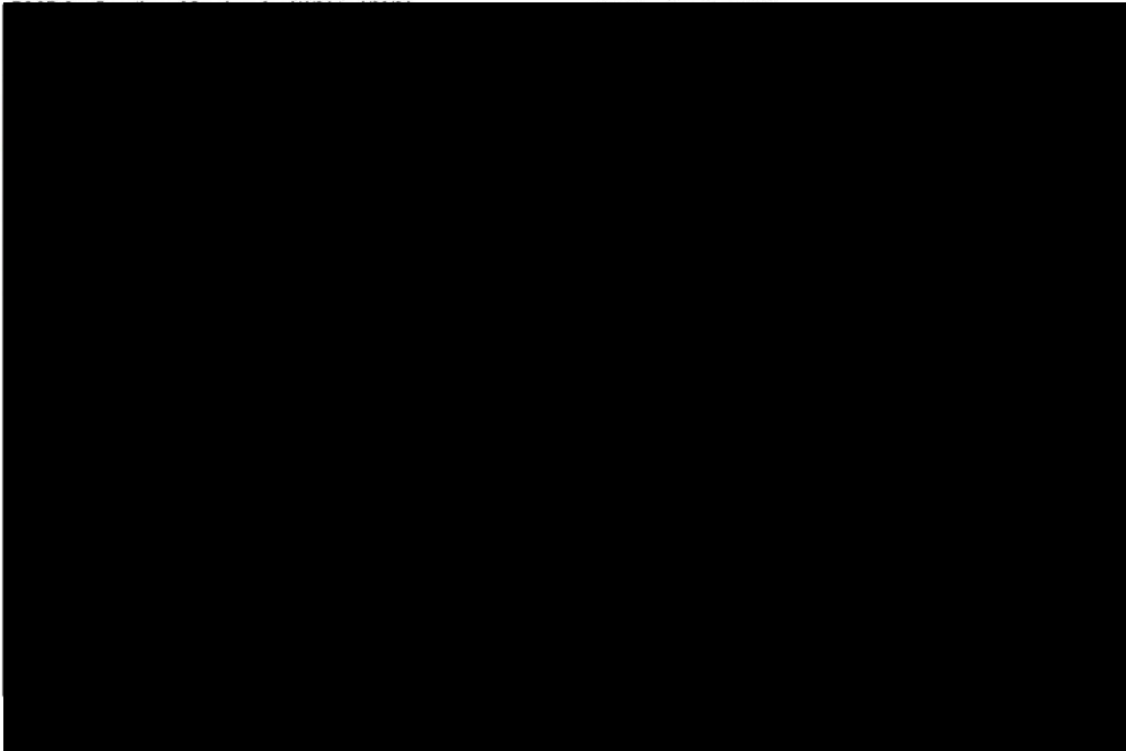
This enables the ability for the Commonwealth to directly look up any timesheet related to the invoice via the search function of the VMS and perform a pre-audit of the invoice.



A delayed timesheet approval for a billable period will not delay the invoice submission. The delayed timesheet will be accounted for in the next scheduled invoice, assuming it is entered and approved before the following period cutoff.



Agencies are prompted by the VMS to approve timesheets, and dashboards can be configured to easily show the actions required.

- 
- I. **Communication.** The selected Offeror shall have a plan in place to address overall communication throughout the term of the Contract. Specifically, the plan shall address the process used to keep all parties (i.e. Contract Administrator, agency central procurement office(s), agency users, subcontractors and resources) informed of pertinent information. The process must include the tools and techniques that will

provide timely and appropriate generation, collection, distribution, storage, retrieval and disposition of information. The communications management plan shall include, but not limited to:

1. Communications management process;
2. Roles and responsibilities; and
3. Reporting tools and techniques.

Offeror shall describe its plan for Communication Management.

Offeror Response

OST's Communication Plan is composed of people, processes, and tools. [REDACTED]

[REDACTED] we finalize the plan and present it to the DGS CA for review and approval.

Fundamental to this plan are our Project Manager and Account Managers, who engage with Agency Hiring Managers and our subcontractors daily to ensure direction and status are rapidly passed throughout the team. They communicate through VMS messaging, video chats (which they have perfected during the COVID-19 pandemic), email and phone (with availability during emergencies and limited availability during after-hours), and monthly and quarterly program management reviews.

Our tools include our Vendor Management System (VectorVMS), not just for messaging and hiring actions but also for generating reports that provide transparency and actionable information. [REDACTED]

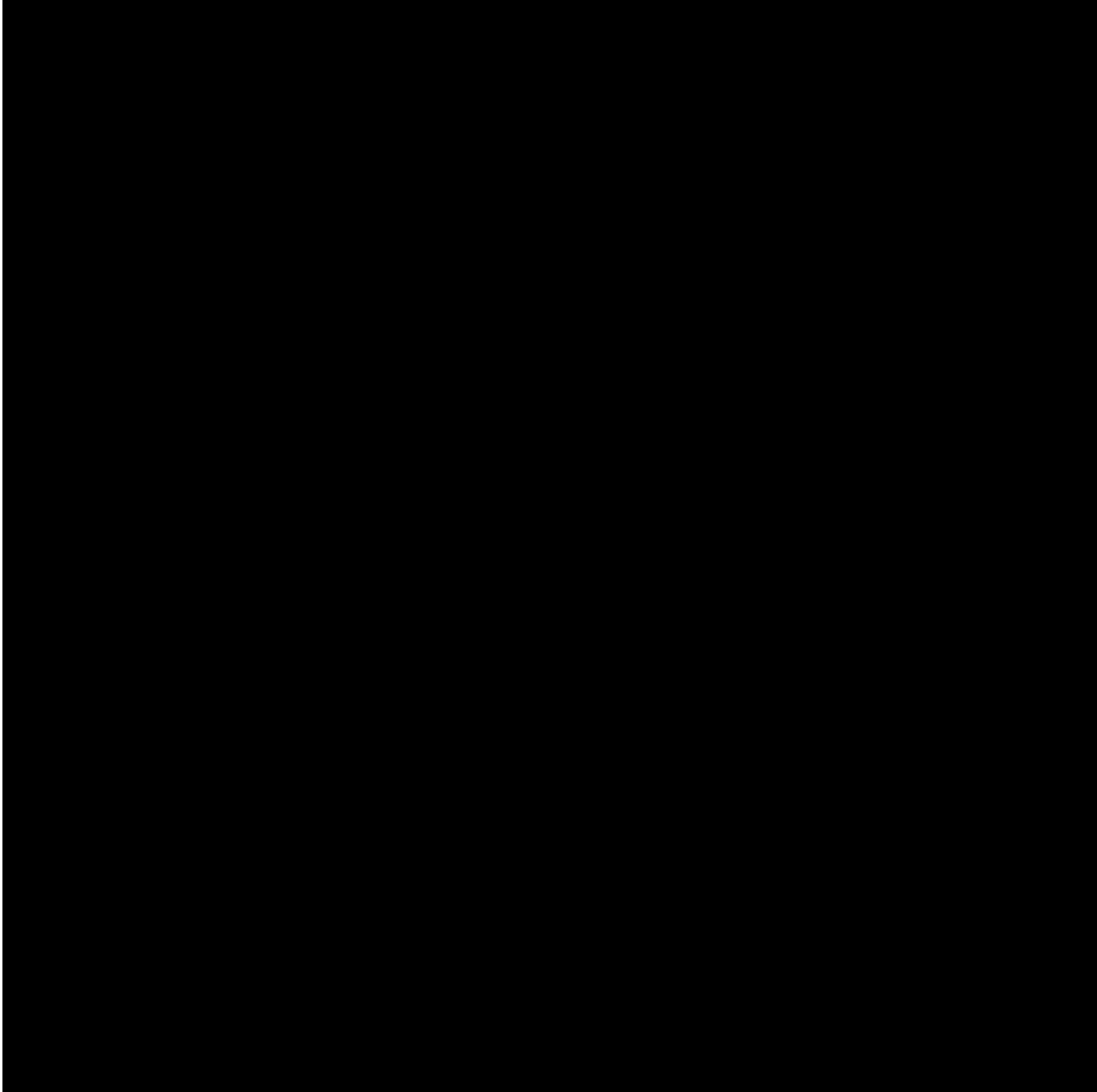
[REDACTED] We provide training on new processes and tools to understand the Commonwealth agents and leverage our resources fully. [REDACTED]

Communication Management Process

OST applies our proven communication plan that we have used and refined to best-suit the PA ITSA program over the past 5 years. As part of our communication process, [REDACTED]

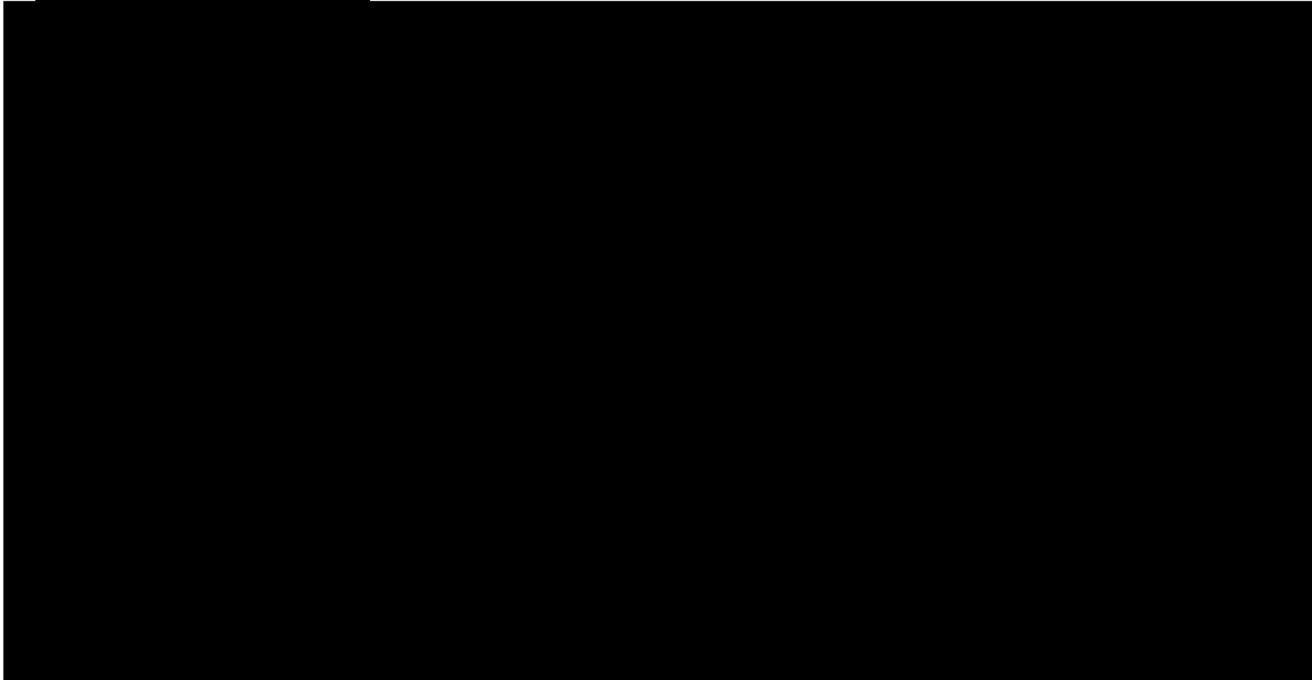
We

then supplement [REDACTED] with day-to-day communication as needed, which we facilitate using the tools and techniques discussed later in this section. This process ensures coordination between management (internal and external to OST), provides the Commonwealth with visibility into the project status (e.g., requisitions, engaged resources, time/expense), ensures we understand the Commonwealth's issues and concerns, and provides OST with the opportunity to introduce efficiencies for the Commonwealth's approval.





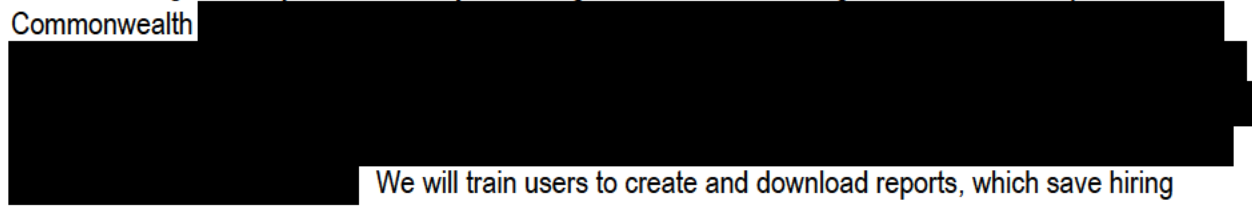
In addition to planned communication, [REDACTED] and to ensure OST and the Commonwealth remain in synch with each other, we promote ad-hoc communication. This is vital to ensure the continued success of such a significant and vital program. We facilitate day-to-day communication by making our Account Managers [REDACTED]





Reporting Tools and Techniques

Our primary tool for collecting data is VectorVMS: a mobile-enabled, secure, and Section 508 compliant Vendor Management System. Our Project Manager and Account Managers use this tool to provide the Commonwealth



We will train users to create and download reports, which save hiring managers' time, allows them to perform other mission work, and provides CoPA users with up-to-the-minute performance data.



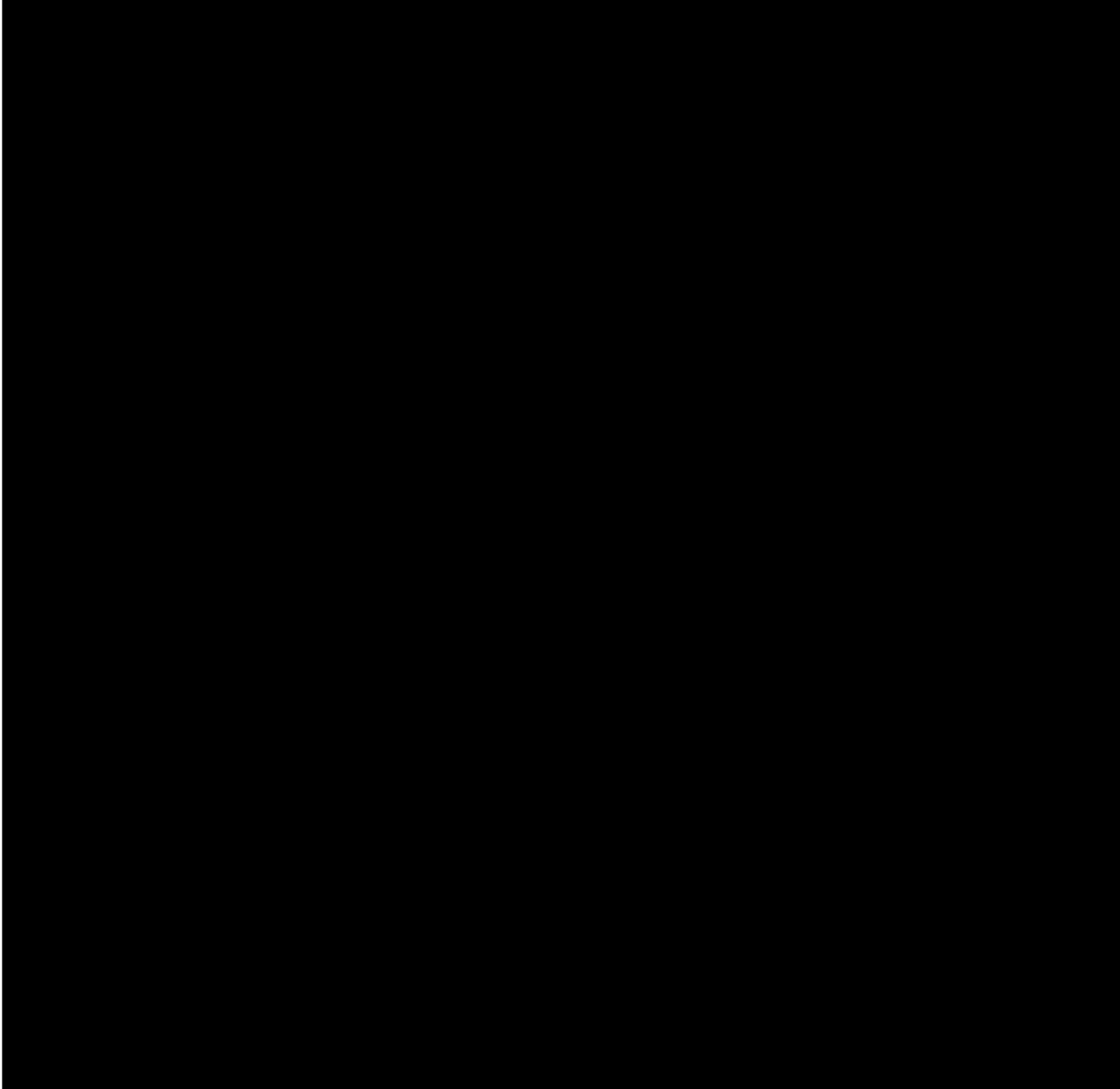
In addition to using VectorVMS to provide reports, we use its landing page to provide training-related information to the users. VectorVMS also enables us to send out mass messages to all users or specific users and can display banners within the program to communicate important/urgent information. As part of our VMS system, we provide status updates to the Commonwealth via our website (Exhibit I-5 67). We use this site to provide CoPA users easy access to information about the program, training materials, payment schedules, and required forms (e.g., RTR).



Exhibit I-5 67: OST's website for PA ITSA provides easy access to our Help Desk, program information, training materials, payment schedules, and required forms.

We use Business Objects [REDACTED] to gather information for subcontractors, CoPA agencies, and DGS that show quarterly scores for each performance category, raw data supporting these scores, and other rankings subcontractors. Our team has experience setting up reports for email delivery to CoPA users and subcontractors per their requested schedule. We configure VectorVMS to be easy for agencies to use themselves. During the current contract, we have frequently set up email reports to be released per an agency-requested schedule.

Our account team uses multiple tools [REDACTED] to facilitate communication, promote understanding and transparency, and provide metrics that enable objective decision-making. [REDACTED]
[REDACTED] Our primary communication method is via email and phone calls, which our staff use to support the Commonwealth.



J. Issue Management. The selected Offeror shall have a plan in place for capturing and managing issues throughout the term of the contract. The plan shall provide a means to classify problems based on critical nature and impact. The plan shall include, but not limited to:

1. Issues management approach;
2. Roles, responsibilities and communication plan;
3. Tools; and
4. Issues escalation approach.

The Contract Administrator and using agency shall be notified immediately (via email) upon any change to the point of contact(s) and provided an updated contact list on a quarterly basis.

Offeror shall describe its plan for Issue Management.

Offeror Response

OST brings a robust issue management plan to the PA ITSA project. From our in-house help desk representatives to our Project Manager, all team members are available to receive an issue from the Commonwealth and either address it or record it in our issue management log for resolution by our Project Manager/Account Managers. Our approach includes a proven process to deal with low to high severity issues that ensure the Commonwealth remains informed of issue resolution status. Our plan includes tools, such as our VectorVMS system, that enable us to avoid issues by analyzing trends proactively; log, track, and record issues encountered; and access our body of knowledge and reports library from other MSP programs. [REDACTED] we finalize the plan and present it to the DGS CA for review. During the contract, we tailor it to the needs of CoPA through monthly meetings with the Commonwealth, incorporation of lessons learned from other programs, and analysis of issues encountered during our management of the PA ITSA project. We will continue to incorporate CoPA inputs and evolve our issue management plan using our account management experiences, research provided by our support analysts, and [REDACTED] They can provide new techniques and methodologies gained through industry and other OST programs of a similar nature.

[REDACTED]

[REDACTED]

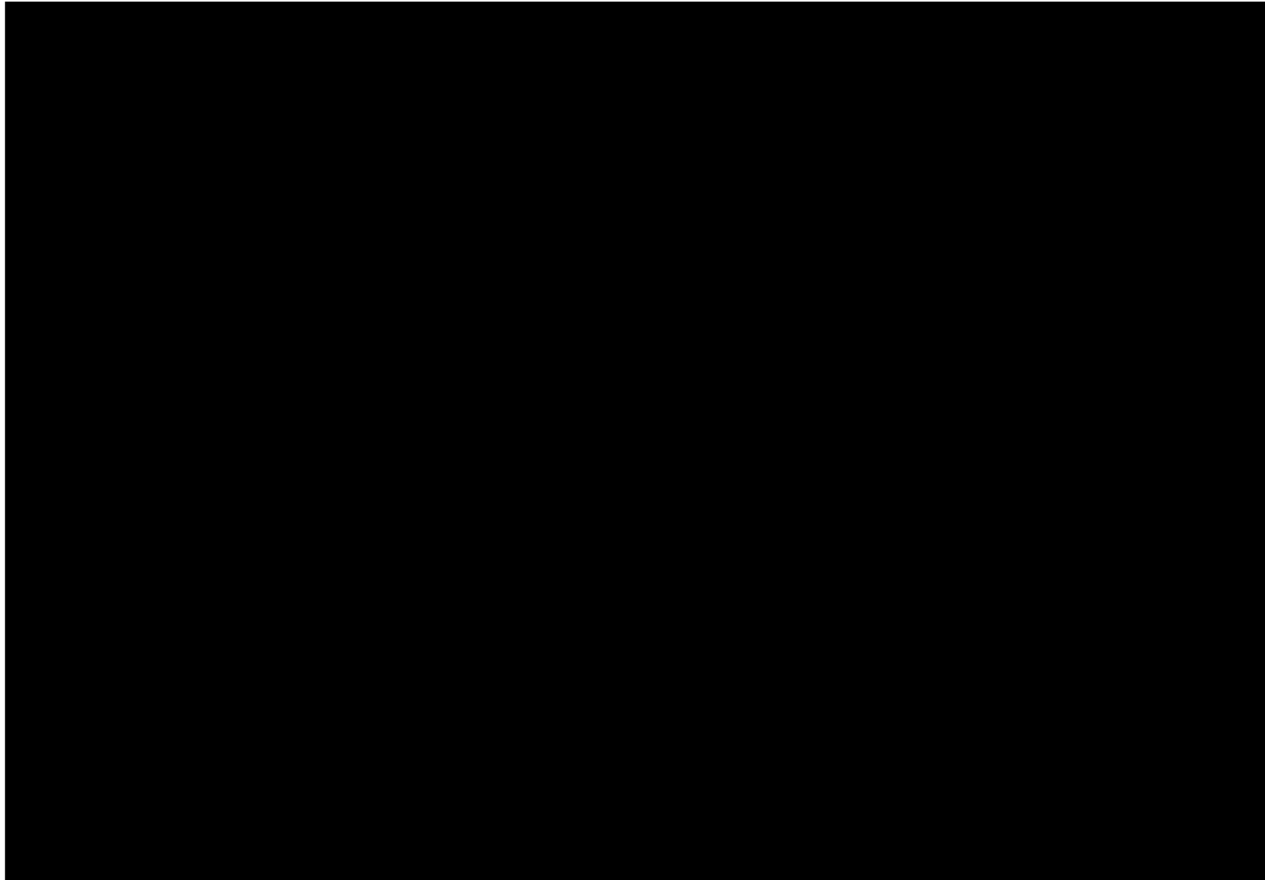
Issues Management Approach

OST's issue management program's objective is to mitigate the occurrence of issues [REDACTED]

[REDACTED] Our goal for issue management is to minimize the impact of issues and drive them to closure as soon as possible. Our Account Managers and Project Manager monitor leading and lagging indicators in VectorVMS to actively identify issues (such as expiring PATCH records or missing timesheet approvals) before they affect the Commonwealth. Our Support Analysts also study metrics and trends (such as spikes in closed/canceled requisitions or lags in resource time to fill metrics) captured by our data analytics tools to identify and address issues proactively. As part of our issue management approach,

[REDACTED]

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]



21-10040-V1.1



[REDACTED]

[REDACTED]

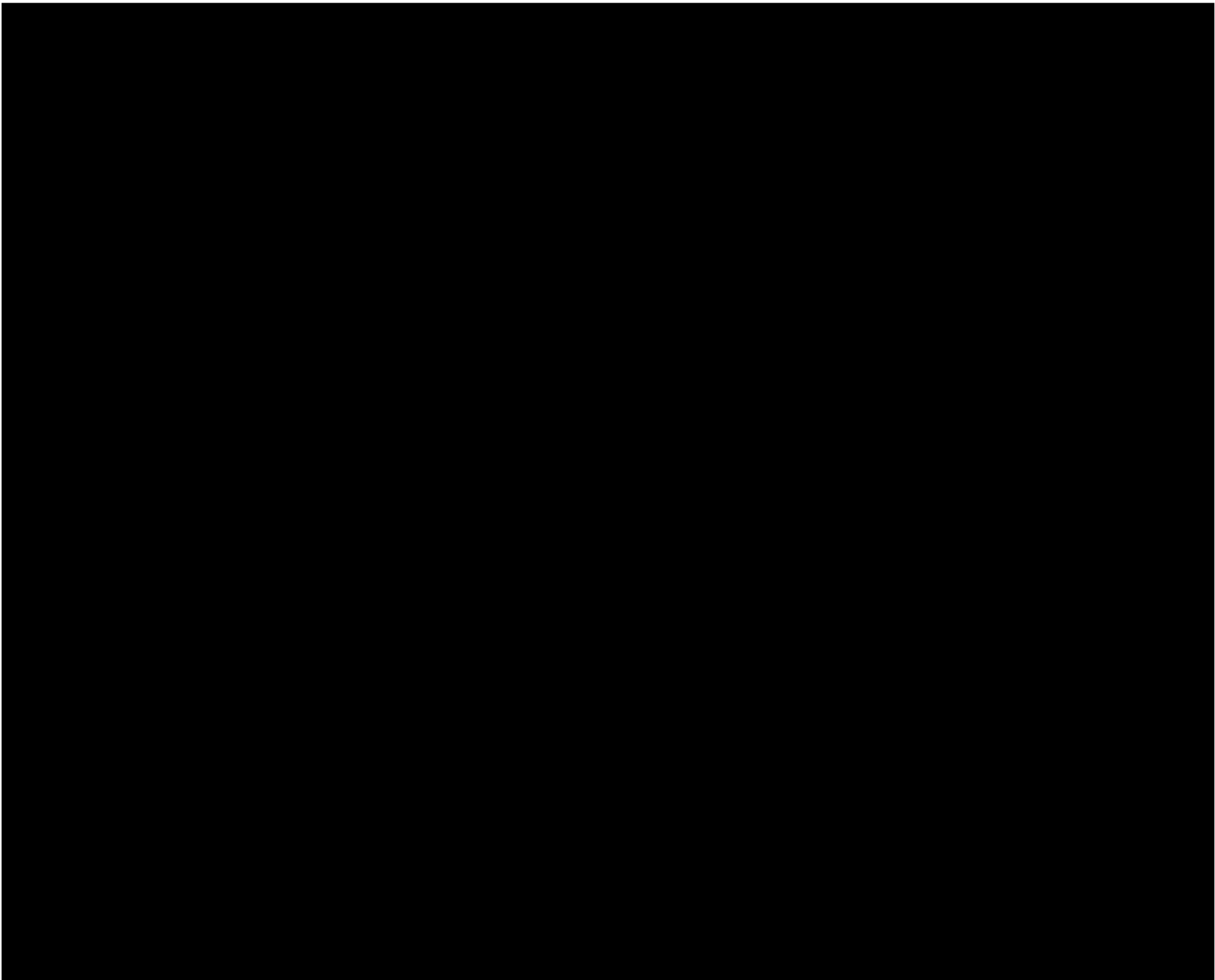
[REDACTED]

Roles, Responsibilities, and Communication Plan


OST maintains clear and defined roles and responsibilities for our management team to resolve issues quickly [REDACTED] and comprehensively. [REDACTED]

[REDACTED] Per the RFP, we shall notify the Contract Administrator and any using agency immediately (via email) upon any change to the point of contact(s) we list here and provide an updated contact list every quarter.

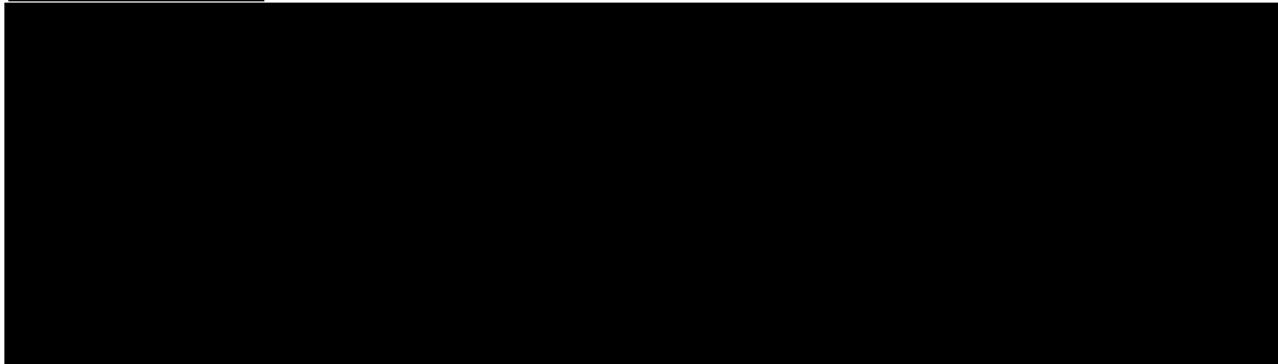
[REDACTED]

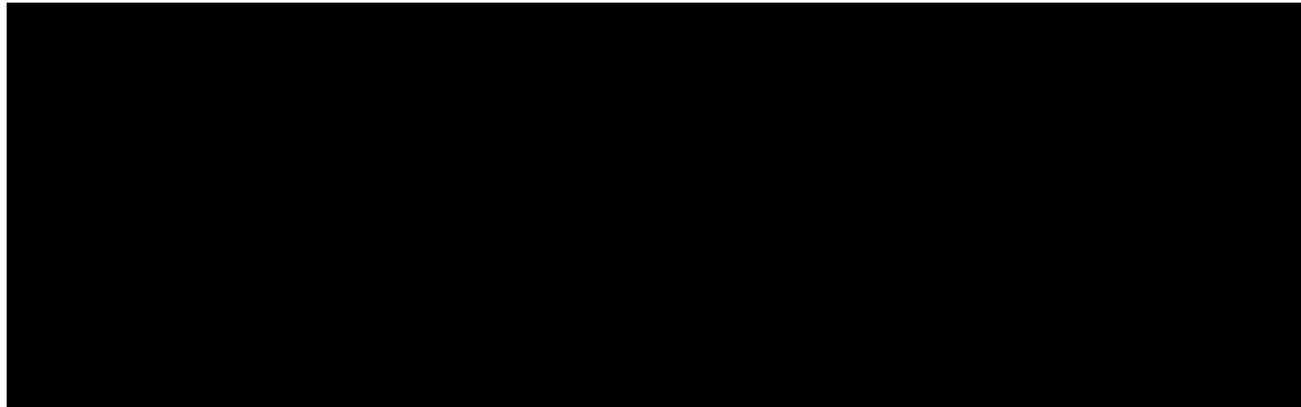


Issue Management Tools


OST's primary tools for facilitating issue management are email and voice/phone contact. 

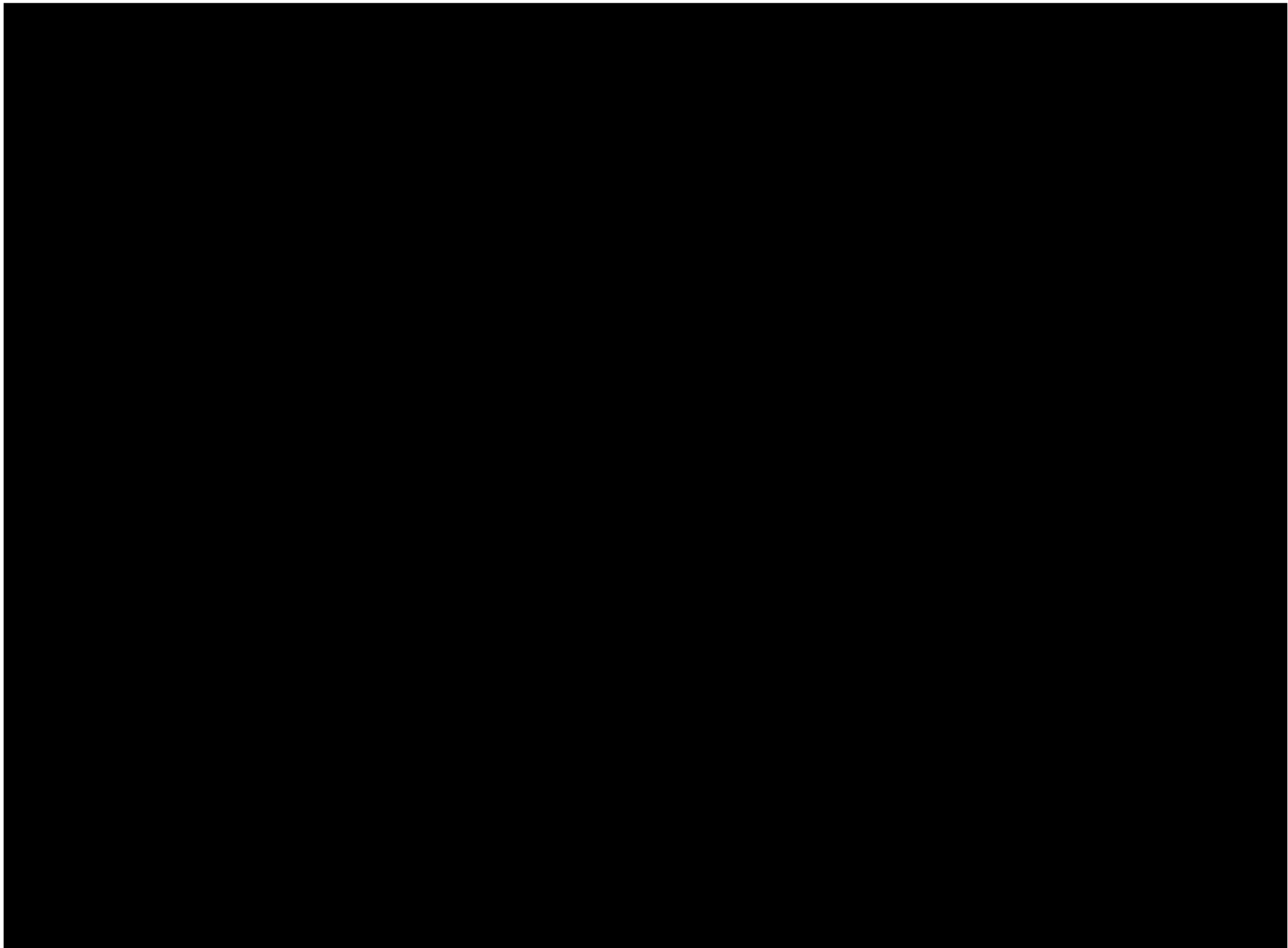
 

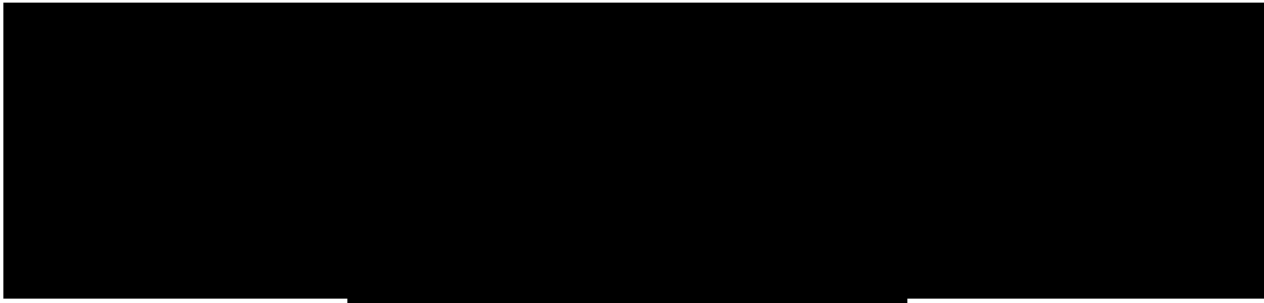




Issues Escalation Approach

 details our issue escalation protocols and timeframes. Issue escalation may involve a more formal corrective action, senior corporate leadership involvement, or resource replacement. In these cases, a record of the formal corrective action is logged by the involved Account Manager in our issue management plan, along with recommendations for limiting impact and ultimately resolving the issue.





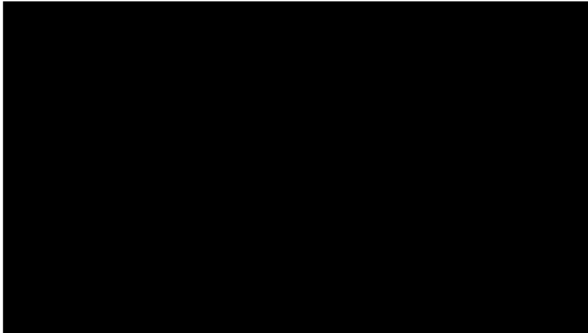
K. Change Management: The Commonwealth reserves the right to add, remove and/or modify job titles, skill categories and position descriptions throughout the term of the Contract. The Contract Administrator will send notice to the selected Offeror at least 30 days prior to the date that changes are to be effective.

Offeror shall describe its approach to effectively manage changes throughout the term of the Contract. The plan must include the process to track change requests from submittal to final disposition. The change control management plan must include, at a minimum:

1. Change management process
2. Roles and responsibilities
3. Rules/procedures

Offeror Response

Over the contract's life, OST anticipates that requirements of the Commonwealth for job titles, skill categories, or position descriptions will evolve. OST will, through our thorough yet swift-moving process, update existing job titles and labor categories to reflect your new requirements. We make these changes in alignment with our Change Management Plan, which we finalize and present to the DGS CA for review [REDACTED]. We make all changes in collaboration with the Commonwealth, OST MSP management, and our accounting and contracts team to address adjustments to rates, years of experience, or education. Our entire MSP team is available to field requests from the Commonwealth. In addition, our Account Managers also actively review job titles, skill categories, and position descriptions to suggest improvements.



In the event a new job title, skill category, or position description is needed, [REDACTED] following a defined and documented change management lifecycle to define requirements, develop market-based rates, and gain approval to configure the system in accordance with the change; [REDACTED] then

updates subcontracting agreements and [REDACTED] updates the website to inform all stakeholders of the change. At the time of the change request, our Project Manager advises the Commonwealth of any costs associated with incorporating the changes as part of the change order.

[REDACTED]

[REDACTED]

OST completed [REDACTED] these changes successfully and in partnership with the Commonwealth. In addition to these [REDACTED], OST also prepared a comprehensive and aggressive approach and the timeline for rate reductions in response to the challenges of COVID-19 based upon the DGS Contract Administrator request; CoPA later deemed this change unnecessary. We have also processed hundreds of minor change requests during the current PA ITSA contract for business intelligence reporting in such areas as Delivery Centers, Agencies, and Hiring Managers. In these instances, our Account Managers or our Project Manager, [REDACTED] have taken a request or made a recommendation, built a prototype, received and incorporated feedback from Commonwealth users, received approval to implement the change from the Commonwealth, and then delivered a finished product.

Change Management Process

Team OST follows [REDACTED] change management process [REDACTED] that has been streamlined to enable OST to thoroughly yet rapidly meet the Commonwealth's change management needs. Our change management process provides the mechanism by which we ensure all change requests are properly logged and tracked from submittal to final disposition, meeting RFP requirements and providing stakeholders with transparency over the course of the change management process. Our team applies this process to any requested changes to job titles, skills categories, or position descriptions. During this process, our Project Manager [REDACTED]

[REDACTED]

[REDACTED]



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[REDACTED]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

Roles and Responsibilities

The entire OST MSP Team is available to take in a change request and begin our change management process.

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

OST's [REDACTED] the entire process for change management, including the change, its owner, its status, its resolution, and its date of closure. OST will implement all the requested changes by the deadline requested in the notification from the Commonwealth or provide a new schedule based on the analysis and efforts, and complexity involved in deploying and communicating the change. Major changes in the current PA ITSA program were implemented [REDACTED] [REDACTED] by the OST team.

Rules/Procedures

Any contract-language changes must be documented in a contract modification issued by the Pennsylvania Department of General Services and fully executed (signed by OST and the Commonwealth) before the changes can be implemented. In the case of procedural or process changes, we implement changes only after written customer sign-off. As well as our internal rules and procedures for change management, these rules are integrated into our change management process. [REDACTED]

[REDACTED]

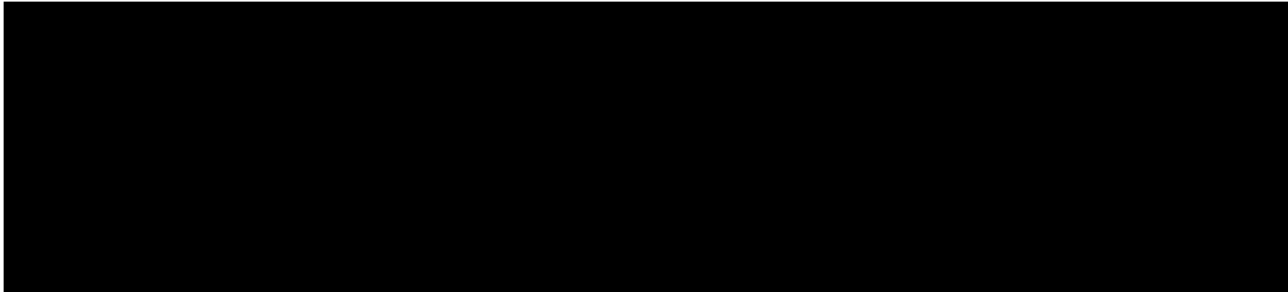
OST staff members must receive written approval from the Commonwealth before implementing a change.

L. Value Added Services: Describe any additional value added services the Offeror provides as part of its MSP solution. The Commonwealth requires these value added services to be included in the rates set forth in the Cost submittal.

Offeror Response

OST is dedicated to providing CoPA premium service that goes well beyond contract requirements to save the Commonwealth time, effort, and resources. [REDACTED]

[REDACTED]




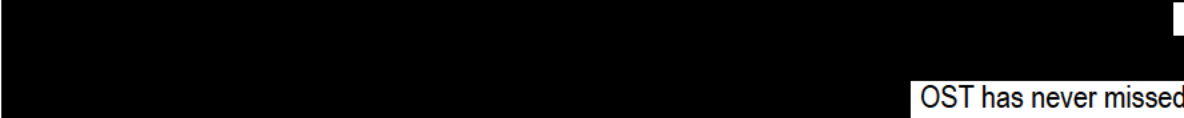
I-6. Service Level Agreements (SLA): The Commonwealth requires that the selected Offeror demonstrate a high level of quality control standards and service to the Commonwealth. The Commonwealth has developed a set of minimum SLAs, defined in **Appendix I - Service Level Agreements**, which the selected Offeror must meet or exceed throughout the term of the Contract. Failure to achieve an SLA will result in a service credit as described in **Appendix I - Service Level Agreements**. In addition, the selected Offeror must submit a corrective action plan to the Commonwealth within fifteen (15) days of the quarter's end for any missed SLA. This plan is subject to Commonwealth approval. The selected Offeror shall execute the corrective action plan upon Commonwealth approval.

The selected Offeror will be allowed a ninety (90) day grace period during the implementation phase of the Contract to ramp up services, without being evaluated on the SLAs in **Appendix I - Service Level Agreements**. After the grace period, tracking of each of the SLAs will begin, and the first report shall be due to the Contract Manager one (1) month after the grace period ends.

Note: SLA calculations shall be limited to requisitions that have been released to the selected Offeror's network of staff augmentation resources.

Offeror Response

CoPA requires exceptional quality and strong, consistent delivery of services for PA ITSA. OST brings quality and performance management to PA ITSA and the people, processes, and tools to ensure that our team meets or exceeds every SLA. 



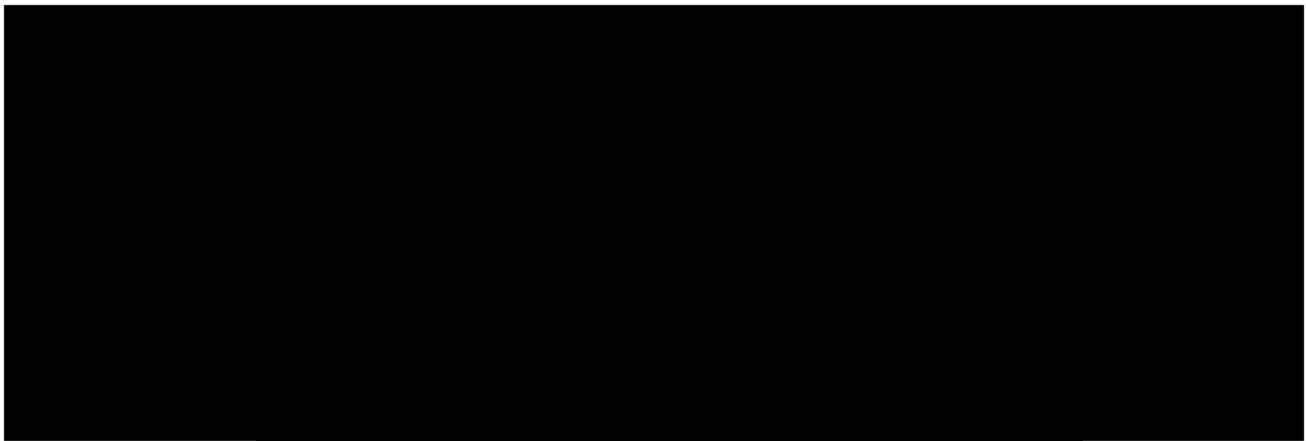
OST has never missed an SLA for the entire duration of our performance as the current MSP for the incumbent PA ITSA program. In addition to our performance on PA ITSA, we routinely met and exceeded SLAs with our DC customer. For the infrequent times that an SLA was at risk, the OST team was never out of compliance with the terms of the contract and worked closely with the CA and within the account team to understand the root cause and apply corrective measures.

OST SLA process: We provide monthly and quarterly performance assessments, and we provide objective performance information on-demand, giving CoPA full oversight and transparency into resource quality, spending, and overall program health. In addition, we keep DGS and Hiring Managers informed of our performance against the SLAs by holding regularly scheduled status meetings and comprehensive monthly Program Management Reviews (PMRs). We work side-by-side with the Commonwealth daily.

OST follows standard operating procedures and defined checklists that guide subcontractors throughout the MSP lifecycle. We provide effective performance management and the tools and practices needed to ensure that we measure our performance and subcontractor performance against consistent standards.

his drives consistent quality and allows for a strong performance against SLAs.

OST is ready to perform on the SLA requirements identified in Appendix I starting on Day One. We are performing at or above the established targets, and we do not require a grace period for SLA accountability.

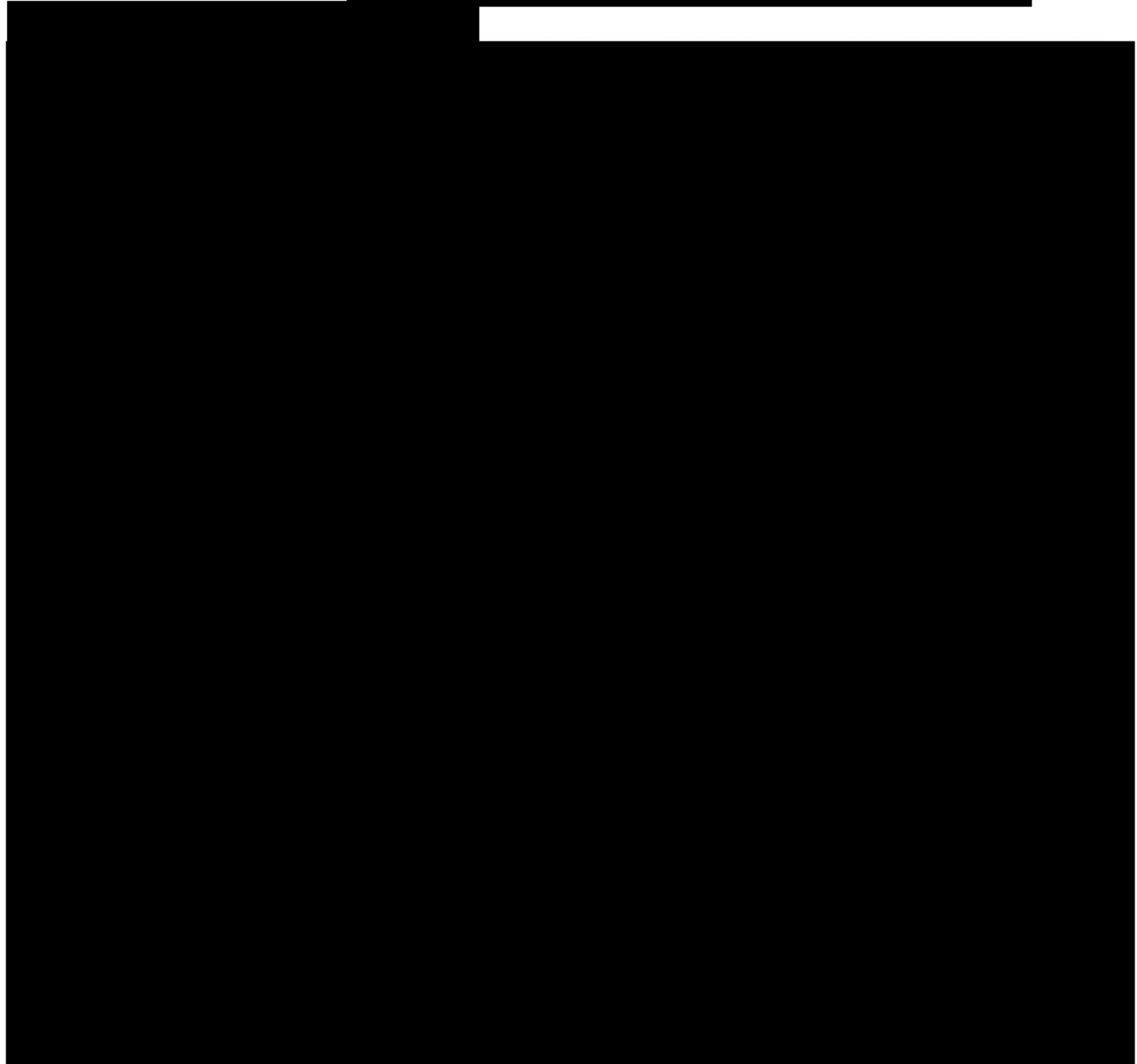


On each of these contracts, our performance was equal to or higher than SLA targets. These contracts are similar in size and complexity to the PA ITSA program.



SLA Reporting: OST provides SLA performance reports at the frequency requested by the customer, regardless of the request. OST's Account Manager provides SLA reporting [REDACTED]

[REDACTED] This report focuses on presenting performance against the established SLAs in the contract [REDACTED]



For the PA ITSA contract, the MSP Manager and OST Vice President will continue to meet quarterly with DGS to review SLA performance, identify achievements, and preview upcoming activities on the contract.

[REDACTED]

If an SLA is missed, we will provide a corrective action plan to DGS within 15 days of the quarter-end for CoPA approval, and we will ensure that DGS is kept apprised of the status of corrective action through the process identified in I-7 Reports and Project Control, Quality Assurance/Improvement Plan below.

I-7. Reports and Project Control. The selected Offeror must create, maintain and execute the following plans, reports and documentation in a file type and format agreed to by the Commonwealth. All plans and reports are subject to Commonwealth approval.

A. Quality Assurance/Improvement Plan. The selected Offeror shall have a plan in place to address quality assurance and quality control throughout the term of the Contract. The plan must identify the internal quality processes and practices that will be used to manage and provide the level and quality required by the Commonwealth. The plan must also include the criteria by which quality is measured, how compliance is measured and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The plan must reference the SLAs listed in **Appendix I – Service Level Agreements** and must be met throughout the term of the Contract. As part of the plan, the selected Offeror must also:

1. Conduct quarterly meetings (or as needed) with the Project Manager, Account Managers, Commonwealth management and the Contract Administrator to review the quality of service provided to the Commonwealth by the selected Offeror. It is at this time that the Commonwealth will evaluate the selected Offeror on a variety of performance metrics, including, but not limited to, the SLAs outlined in **Appendix I – Service Level Agreements**. If three (3) consecutive quarterly meetings occur with minimal or no improvement in the identified areas, the selected Offeror may be considered in default and the Commonwealth may terminate the Contract.
2. Conduct monthly surveys of the satisfaction of the agency for the resource(s) placed at that agency by the selected Offeror. Surveys must be used to highlight both positive and negative points about the selected Offeror's processes and resources. Survey results shall be used to identify areas for improvement. All survey metrics must be submitted to the Contract Administrator no later than ten (10) business days past the end of the month that is being reported on.

Offeror shall describe its quality assurance measures, processes and plan. If proposed measures are not met, the selected Offeror will initiate a corrective action plan and timeframes for improvement.

Offeror shall describe any additional quality control measures it will use to ensure the selected Offeror is providing the best possible service to the Commonwealth.

Offeror Response

The mission of PA ITSA will be severely disrupted if positions are not filled on time or are filled with sub-optimal candidates. To protect the PA ITSA program from these risks, CoPA needs an MSP subcontractor with a robust Quality Management System (QMS) that includes Quality Assurance (for process fidelity and prevention) and Quality Control (for operational outcomes and corrective actions). Team OST's comprehensive QMS addresses quality and non-compliance issues as they occur

[REDACTED]

[REDACTED]

We have successfully deployed this QMS on hundreds of engagements for state, local, and federal customers. Using the quality approach defined below, Team OST has:

- provided MSP services and 1,860 IT placements for 39 agencies in the District of Columbia, resulting in exceptional satisfaction, [REDACTED] and reduced the procurement cycle from 16 to four weeks
- maintained a [REDACTED] for our program serving the US Army's critical PEO STRI mission, which develops, acquires, provides, and sustains Simulation, Training, Testing, and Modeling Solutions to Optimize Warfighter Readiness
- met 100% of our CoPA SLA's for 21 straight quarters since contract inception in 2015
- presented our MSP quality practices at the SEI CMMI, NDIA, and Agile conference

Our Approach to Quality for PA ITSA

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Quality Assurance and Surveillance for PA ITSA

Our Quality Assurance, Surveillance and Improvement Plan for PA ITSA covers our Quality Management System (QMS), our overarching plan for our quality approach; Quality Assurance (QA), objective assessment to prevent defects and have quality products/services, and Quality Control (QC), which includes local surveillance, process outputs, and error detection, root cause analysis, corrective/preventative actions and lessons learned (see **Our Approach to Quality for PA ITSA**).

Our quality assurance has well-defined processes that include both internal and external processes. QA involves internal and external stakeholders, including QA auditors, and includes the resources, tools, techniques for QA. Our QA also includes compliance assessments conducted for processes and products.

As part of the process, we define specific criteria by which quality will be measured. These measures include SLA performance, [REDACTED], quality and performance measure results, survey results

[REDACTED]

Our team collects and analyzes all data from the defined criteria to report to CoPA. We will submit all survey metrics to the Contract Administrator no later than ten business days past the end of the month that is being reported on. We participate in quarterly meetings to review the quality of service provided to the Commonwealth and outcomes of performance metrics to ensure the continued quality of our products and customer satisfaction. Our team follows our QA processes/procedures to escalate pressing issues and ensure resolution and transparency.

Our QA process provides a lens into the quality of our products and services and allows us to make continuous process improvements. [REDACTED]

We describe these activities in further details in the sections below:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The sections below describe how we establish specific criteria for measuring quality and non-conformances and the methods and techniques we use to evaluate quality and performance against these criteria.

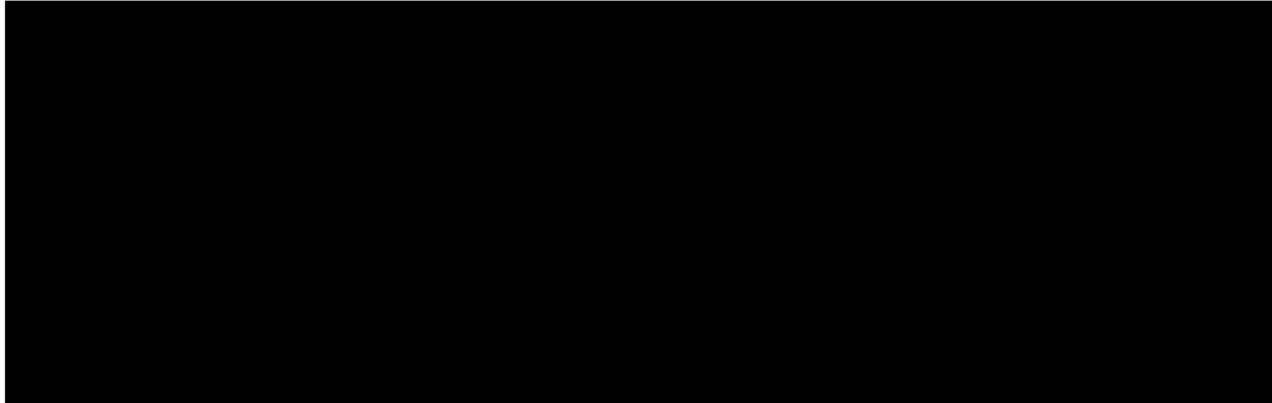
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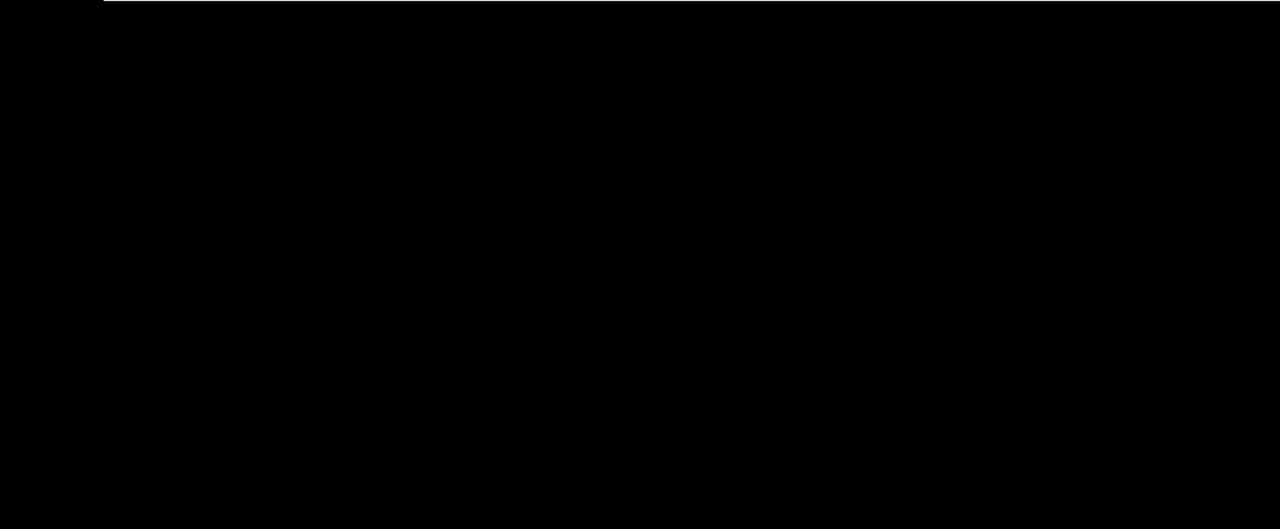
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Currently, our master list of criteria for measuring quality and non-conformances consists of our 11 SLAs, [redacted] based on OST quality standards that we have also successfully implemented on our PA-ITSA engagement. While SLAs capture measures that impact program performance requirements, we also go beyond SLAs to measure a range of key performance indicators. We use leading and lagging indicators to identify and correct for performance in each identified service area. Lagging indicators are captured after the fact to provide metrics on meeting performance levels while leading indicators provide early warning signs, so we can predict and prevent performance issues from occurring.

For example, Team OST will meet or exceed the SLA to provide 3-5 quality candidates. [redacted]

[redacted]



[REDACTED]

The quality measurement results for each of these will be shared with CoPA at Quarterly Meetings.

[REDACTED]

OST has managed over \$1B in spend as an MSP. Our success is enabled by our quality methodologies and commitment to process maturity that is rooted in CMMI and Agile Level 5, ISO, PMBOK, and Lean six-sigma standards. We also incorporate government-certified ANSI-748 Earned Value Management (EVM) systems to deliver optimal performance and financial management. We implement this performance-based, measurable, and customer-centric approach on all our projects, collecting best practices for continuous improvement across each engagement. We, therefore, have an expansive library of successful processes and artifacts for MSP delivery that is continuously refined, improved, and enhanced as we tailor and deliver our services. These repeatable processes reduce variation, increase efficiency, and minimize pauses or roadblocks.

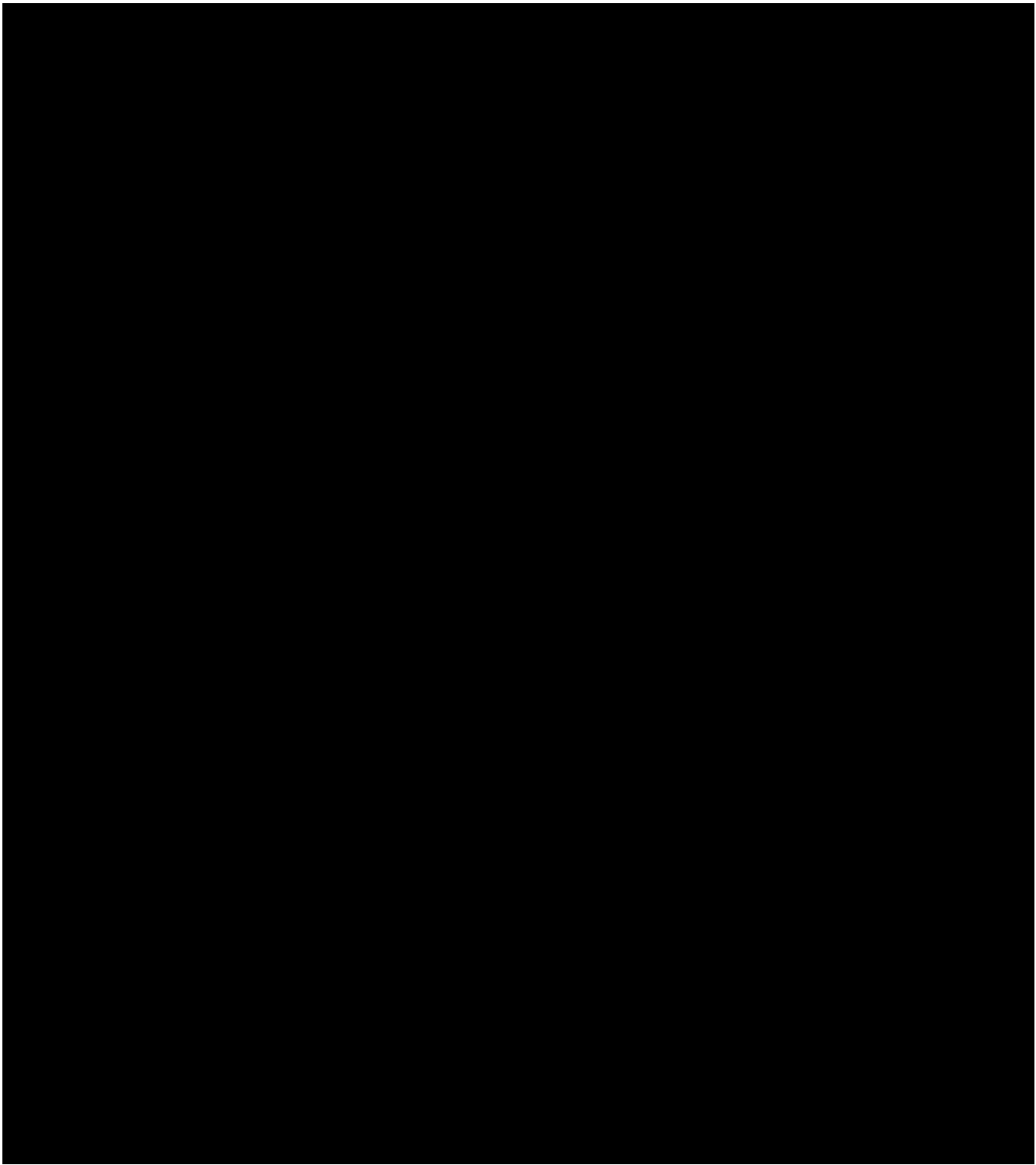
For PA-ITSA, we have already tailored [REDACTED] [REDACTED] that have been deployed as part of our QMS and are supported by our library of best practices as detailed below.

[REDACTED]

[REDACTED]

This helps us get things right the first time while driving consistent quality across the team. Throughout the term of our contract, we rely on these processes and artifacts to ensure consistent delivery and reliable results. We use the library to train our staff, partners, and subcontractors on our QMS so they understand their roles and expectations. We cross-train resources in various functions to ensure continuity of operations as well as provide for onboarding coverage in the event of surge requirements. We will start with this ready and comprehensive set of tailored PA ITSA [REDACTED] for the new contract.

[REDACTED]



Peer Reviews

A peer review is a formal review of a process, product, or candidate conducted by cross-trained team members. We perform extensive peer-reviews on all aspects of the PA-ITSA program to validate our work and help improve the quality. Our MSP staff peer reviews candidate screening results to provide uniformity and consistency. Our reviewers use a checklist to ensure quality standards and identify critical, major, and minor issues.

This ensures that anything we put in front of a customer meets our rigorous quality standards.

Monthly and Ad Hoc Surveys

OST uses surveys to measure customer satisfaction, service quality, the effectiveness of our support, and identify areas of improvement and those that are going well. While our customer satisfaction ratings have consistently been high, we continue to work to maintain and improve these scores. We communicate weekly with vendors and train them in our stringent subcontractor performance standards. We never stray from these standards when reviewing candidates, and because the vendors know this, they always present their best candidates. The size of our subcontractor network encourages competition, which in turn drives quality. We check this quality through customer satisfaction surveys.

We request Hiring Managers complete a survey through VectorVMS regarding the resource's behavior and performance and the effectiveness of the staffing life cycle/process.

OST uses these evaluations as part of our monthly reporting to show the number completed, the composite scores, and any item-level scoring for the resource.

We use this information as part of our continuous improvement efforts.

We currently gather customer satisfaction evaluation surveys after 30 days of placement and then in 90-day periods afterward. A slight adjustment will allow us to collect this data on a monthly basis. OST submits all survey metrics to the Contract Administrator no later than ten (10) business days past the end of the month that is being reported on.

The Commonwealth benefits from the continuous process improvement changes that OST implements based on survey results. These efforts focus on improving satisfaction and taking proactive steps to improve process

effectiveness and efficiency. These efforts provide transparency and allow hiring managers to have consistent, reliable, and objective quality measures and open communication about vendor performance. This information, in turn, allows them to make better business decisions about the contract and future staffing. We partner with the Commonwealth to ensure the continuing success of the program.

[REDACTED]

Communication, Quarterly Meetings, and Reporting

As part of our customer experience journey, we collect multiple data points and conduct an extensive analysis to identify hidden patterns, correlations, and areas of improvement. Team OST will meet with the Commonwealth Contract Administrator and required stakeholders on a quarterly basis (at a minimum) to communicate the status of and review a variety of performance metrics, including SLAs.

At the quarterly meeting with CoPA stakeholders, Team OST will discuss the quarterly report and cover performance metric results, including the SLAs, with our PM, Lead AM, AMs, and the Commonwealth management and CA.

[REDACTED]

Team OST establishes specific requirements for these reports during implementation and uses these quarterly meetings to make course corrections and drive continuous improvement. We proactively design the reports in the VectorVMS reporting platform

[REDACTED] Our PM will discuss the performance metrics and SLAs for the quarter and finalize an action plan for areas that need improvement. Team OST ensures that all issues are promptly addressed and that each service area shows continuous improvement.

[REDACTED]

During the quarterly meeting with the Commonwealth,

[REDACTED]

[REDACTED]

[REDACTED]

Addressing Out-of-Tolerance and Non-Compliant Quality Measures

OST is always looking to improve on our process to meet all SLAs, as well as improve on our performance beyond SLAs. When we come up short of meeting these or other quality measures, we take steps to understand the cause and find solutions to correct the problem, bring the performance within tolerance limits as well as identify preventive action to ensure future compliance. [REDACTED]

[REDACTED]

OST's MSP manager and account team drive quality and address instances of out of tolerance or compliance quality measures directly. When non-compliance or out of tolerance measures materialize, [REDACTED]

[REDACTED]

For concerns raised about a resource's performance or behavior, the OST AM works with the vendor, the hiring manager, and, as needed, the resource in question to better understand the concern and review the

best course of action. [REDACTED]

For concerns with the staffing process, the AM still takes immediate action. They raise the concern with the MSP manager and work with the HM to understand the concern and then explore solutions and timeframes for implementing them. For example, if an HM desires to adjust the OST screening process or require additional inputs about the candidate, such as writing samples, these changes can be implemented immediately before the next requirement is posted. A process concern that involves a non-SDB or non-VBE vendor may require input from the DGS CA and additional time for implementation. However, the goal is for any of these types of issues is to have a resolution [REDACTED]

Corrective Action Plan and Timeframes for Improvement

For especially challenging quality and non-compliance issues, [REDACTED]

[REDACTED]

Customer Satisfaction and Experience: We have tailored our Customer Experience Model [REDACTED] for MSP delivery. It defines how our staff interacts with clients to achieve program success. Team OST's MSP account team is [REDACTED] committed to CoPA. Our team is available in person, over the phone, via email, or text. We are there when needed—not when someone from a service center is assigned a customer support message, as less customer-centric MSP models provide. Team OST works to understand all customer objectives—at the program-, delivery center-, agency-, and HM-level—and align our activities accordingly. We tackle difficult problems—such as reductions in force and budgetary constraints—swiftly and professionally so as not to interfere with the continuity of operations. Our Customer Experience Model requires staff members to be empathetic, authentic, and genuine. For this, they must embrace uncommon levels of humility, selflessness, and transparency for the good of the client and other subcontractors supporting CoPA. This model has made us trusted partners with our clients and provides for long-term success, loyalty, and confidence. Our PMs have a track record of outstanding scores on Customer Satisfaction Surveys with the Pennsylvania government, District of Columbia, Federal Aviation Administration, and the US Army, among others.

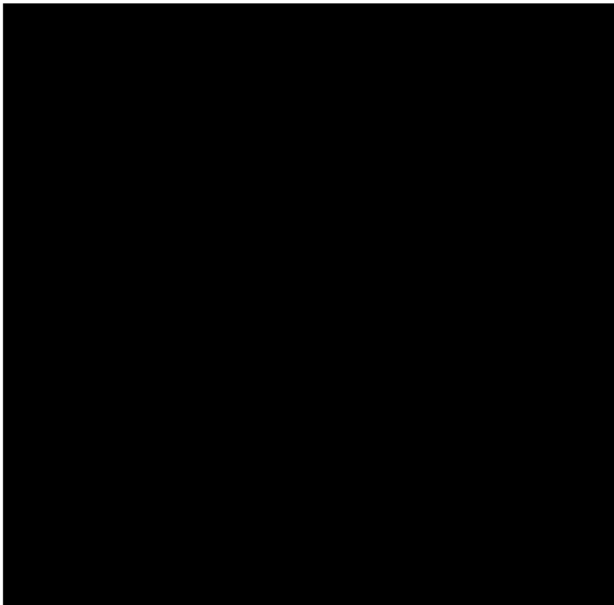
As part of their onboarding to the MSP team, new OST staff undergo rigorous training in the use of the VectorVMS and daily training on internal MSP SOPs.

[REDACTED]

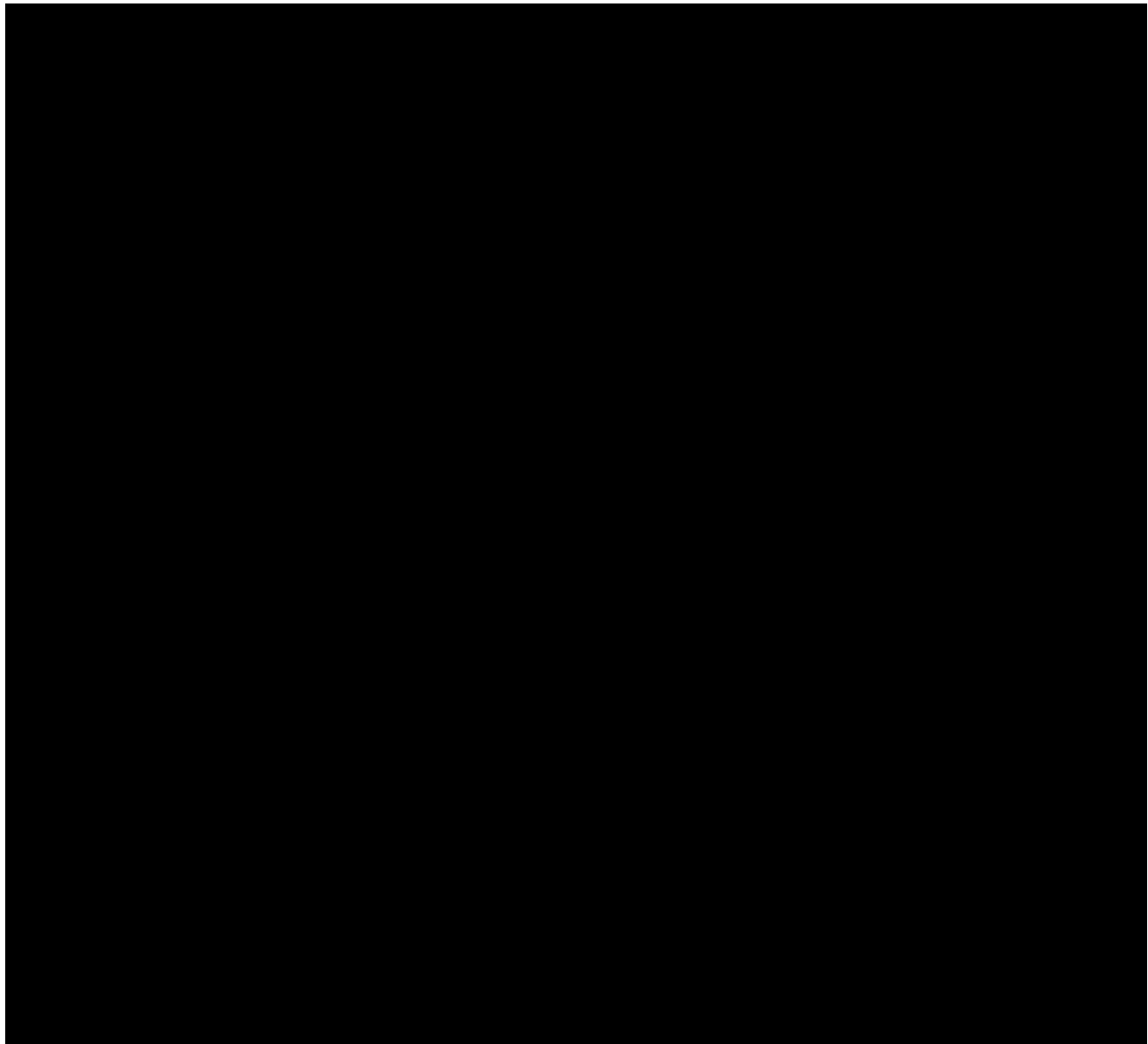
[REDACTED]

[REDACTED] We constantly gauge customer satisfaction and alignment to the overall mission to ensure a delightful customer experience for all levels of our stakeholders and customers. For this, we conduct many different surveys and check-ins on all aspects of the project that may be automated, in person, on-demand, or ad hoc. For PA ITSA, in addition to the monthly surveys, [REDACTED]. Both positive and negative

Exhibit I-7 11: OST's Customer Experience Model Defines How We Interact with Customers



items are captured. This enables us to replicate our success and improve on our areas of improvement. The facets that are covered are shown in [REDACTED]



We also collect, analyze, monitor, and report on the customer satisfaction data as outlined in the section labeled "Data Collection, Monitoring, Analysis and Reporting" above.

Additional Quality Control Measures and Continuous Improvements

OST provides additional quality control measures [REDACTED] as part of OST standard quality practices. These value-add measures are based on our experience with other services and MSP engagements and provide a comprehensive quality measurement structure for the PA ITSA program. [REDACTED]

[Redacted]

[Redacted]

Continuously Improve, Innovate, and Learn Using OST Reachback: OST reach back is available to our PA-ITSA team throughout the term of our contract with the Commonwealth. This includes our experts [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [REDACTED]
- Continuous learning and growth via OST University: OST University is our Center of Excellence to develop the skills and knowledge of our staff, so they can perform their roles effectively and efficiently. We have trained hundreds of staff members in tools and techniques for quality performance within our service delivery model. Our university, training, and coverage have been highly recognized internally by our staff and externally by customers and auditors. As soon as a team member is hired to support the PA-ITSA team, [REDACTED]

[REDACTED]

[REDACTED] To validate the effectiveness of our entire QMS, including the QA and QC layers, we conduct external audits by third-party and external, industry approved and certified auditors.

B. Meetings. The selected Offeror is responsible for periodic meetings and reports covering activities, problems and recommendations.

1. **Commonwealth Quarterly Meeting:** The selected Offeror must meet with the Issuing Office and specific using agency (if requested) on a quarterly basis, or upon request, to present reports identified in **I-7.C. Reports.**

Quarters are defined by the Commonwealth as follows:

- a. Quarter 1: January 1 through March 31
- b. Quarter 2: April 1 through June 30
- c. Quarter 3: July 1 through September 30
- d. Quarter 4: October 1 through December 31

The selected Offeror shall schedule the meetings, with a minimum notice of ten (10) business days.

2. **Subcontractor Network Quarterly Meeting:** The selected Offeror shall hold quarterly meetings with the network subcontractors to update the subcontractors with Contract information and performance metrics.

The selected Offeror must notify the Commonwealth when these meetings will occur, at least ten (10) business days prior to the date of the meeting. The Commonwealth reserves the right to attend.

Offeror Response

Quarterly meetings supported by clear reports provide the Commonwealth with updates on services provided and project performance. OST also invites CoPA stakeholders to share feedback and other information about program goals and strategy. [REDACTED]

[REDACTED] leads quarterly meetings and coordinates logistics such as time and date. [REDACTED] will schedule meetings through email in advance of the meeting, as well as develop agenda items with input from CoPA. Generally, agenda items will cover active, pending, and inactive network subcontractors, SDB utilization, industry trends, and contract utilization by agency and job category. Our AMs will attend the portion of the meeting dedicated to SLA and other performance metrics reviews. [REDACTED]

[REDACTED] This provides the Commonwealth more rapid resolution of their concerns and less significant impact of issues that may arise.

Our PM [REDACTED]

OST met with the Commonwealth every quarter for these reviews and regularly met with HMs, agencies, CIOs, and Delivery Center CIOs countless times since contract inception. We plan to improve our connection with the Delivery Centers and BDISBO and maximize Veteran Business Enterprise (VBE) and Service-Disabled Veteran Business Enterprises (SDVBE) utilization.

We always invite any key stakeholders to come to our office in Harrisburg to see our people actively engaged [REDACTED] managing an effective program, as this builds a stronger

understanding of the team and strengthens our partnership. However, we are flexible enough to meet at any location of CoPA's choosing, including virtual meetings during the COVID-era work environment.

Subcontractor Network Quarterly Meeting

OST currently shares feedback with our subcontractors during the weekly subcontractor calls and will hold additional quarterly meetings to share contract information updates and performance metrics with the network.

As this is a new requirement, we welcome the CA to provide any requests or feedback so we can improve and better align with the Commonwealth's desires for the meeting. These meetings ensure that the Commonwealth's desires and expectations are communicated across the subcontractor network.

C. Reports.

1. **Quarterly Reports:** The selected Offeror must submit quarterly reports to the Issuing Office within fifteen (15) business days of the quarter's end. Quarterly reports shall include at a minimum, a summary report with the sales for the period, subtotaled by agency, current hours and bill rates, resource pay rates, a detailed report containing the line item details of each PO by agency, bureau/purchasing organization and subcontractor, fill-rate by position, vacancy report, an SLA achievement report and a utilization report, which identifies the following:
 - a. Active network subcontractors
 - b. Pending network subcontractors
 - c. Inactive network subcontractors
 - d. Industry trends
 - e. Contract utilization by agency and job category
 - f. Activities seeking potential subcontractors to be added to the network
2. **Monthly Reports:** The selected Offeror must make all monthly reports available to the agencies through the VMS. Monthly reports must contain the percent of revenue, fill-rate by position, percent of resources provided through the selected Offeror's subcontractor network, a utilization report, vacancy report and a PO Limit report if requested by the agency.
3. **Ad-hoc Reports:** The selected Offeror must provide any additional reports requested by the Commonwealth at no additional cost.

Offeror Response

OST brings the Commonwealth industry-leading reporting capability. The Commonwealth frequently uses

[REDACTED]

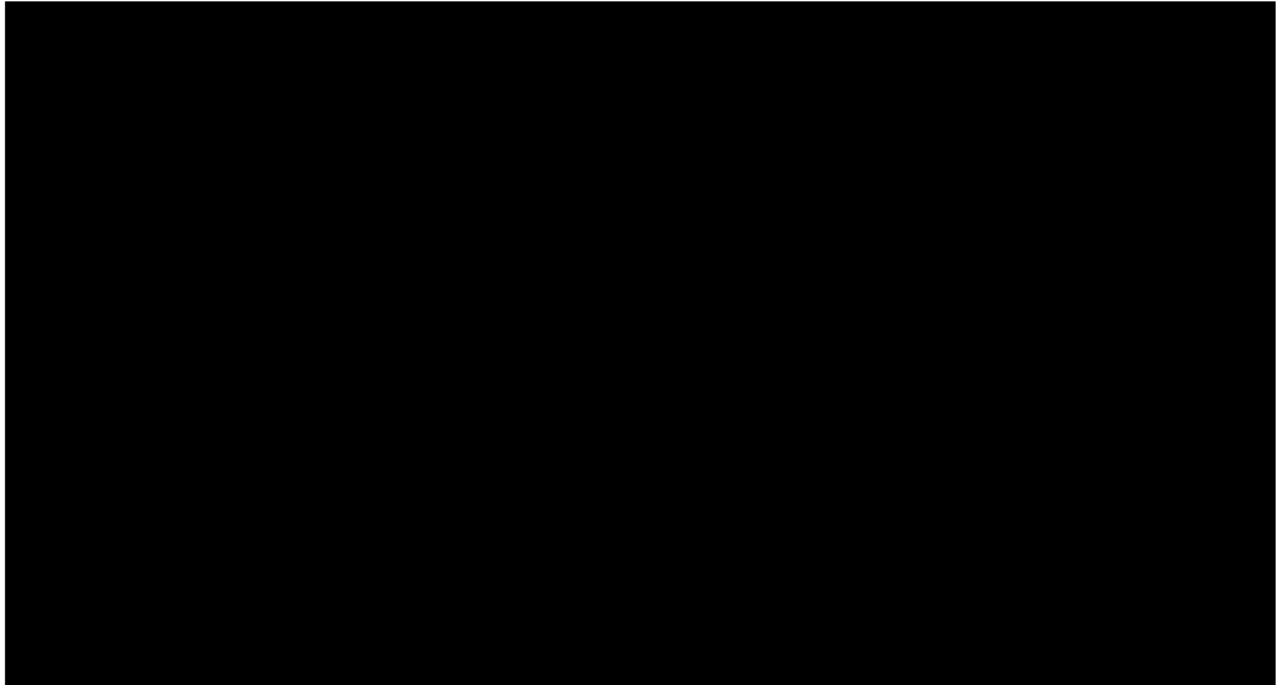
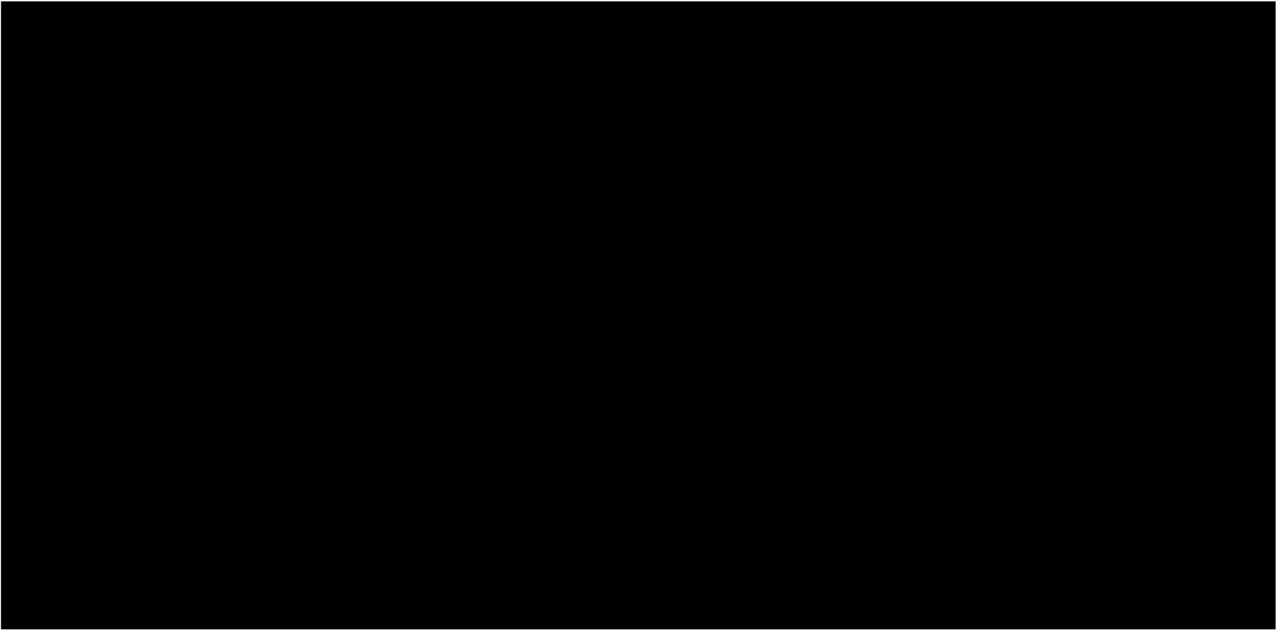
[REDACTED]

We use our powerful reporting tools to set useful recurring daily reports. This report analysis and feedback structure allow the OST team to facilitate open dialogue and decision-making about the program, identify trends, and track new objectives. This also allows us to stay ahead of any potential issues, meet all metrics and SLAs, and manage and monitor our performance internally. OST will work with the Commonwealth during the Implementation phase to update performance measures defining specific metrics to be collected and the frequency of reporting.

Quarterly Reports

OST provides reports that accompany our quarterly Commonwealth meeting and provide easily digestible information. We will submit these reports on any timeline the Commonwealth desires. Our [REDACTED] reports cover all the topics requested by the Commonwealth and more. However, [REDACTED]

[REDACTED] . As we are the subject matter experts of our reports, we can make recommendations and manipulate reports to continuously improve communication. This helps our reports share a clear picture and tell the story of what is important to the Commonwealth. [REDACTED]



Monthly Reports

OST acknowledges the monthly reports requirement and currently makes all monthly reports available to CoPA agencies through VectorVMS. Our monthly reports contain all the information that the Commonwealth requested and more. We will continue this practice of meeting the informational needs of CoPA and adapt to any requirement changes requested by the Commonwealth. We will work with agencies to further fine-tune what information and reporting will help them with their workforce management, spend management, and a general understanding of how they use the program.

Ad Hoc Reports

For ad-hoc, we consult with the requestor to better understand the need; we can provide the raw data,

OST acknowledges the ad hoc reports requirement and routinely provides such additional reports requested by the Commonwealth at no additional cost.

This timely response and support are a great benefit to the Commonwealth, especially when responding to a request from state agency directors, an auditor, the legislature, or the executive branch.

I-8. Objections and Additions to Standard IT Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the

other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Standard IT Contract Terms and Conditions**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Standard IT Contract Terms and Conditions** or to other provisions of the RFP.

Offeror Response

OST has no objections to the Standard IT Contract Terms and Conditions.

[REDACTED]

OST is confident in outstanding performance for CoPA as the SLAs described in Appendix I are the same as today, and we have met them for CoPA 100% of the time and will continue to do so by using our continuously improved processes. Our MSP personnel, processes, procedures, and management are defined and refined over a decade to result in our customers' outstanding performance. We will bring that excellence to the Commonwealth. We want to discuss these recommendations with CoPA to help achieve a more value-added and efficient MSP program. What you have is sound and a best practice. However, OST proposes taking your program to the next level of efficiency and performance for statewide value.

We also acknowledge the following:

- OST will assume responsibility for all services offered in its proposal, whether it produces them itself or by subcontract.
- By submitting a proposal, OST:
 - Does so based on the attached contract terms and conditions contained in Buyer Attachments.
 - Understands, represents and acknowledges the attached representations and authorizations.
 - Represents that: (1) We are making a formal submittal, including our cost proposal, in response to a procurement issued by the Commonwealth according to the Procurement Code(62 Pa.C.S. Section 101 et seq.); (2) We are authorized to submit the information on behalf of the person or entity identified; (3) This electronic submittal is deemed signed by us, and we are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) All the information submitted is true

and correct to the best of our knowledge, information, and belief. In this submittal, any false statements made by us are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Please find attached the Iran Free Procurement Certification and Disclosure Form (2.2.1), Domestic Workforce Utilization Certification Form (2.1.2), and Trade Secret/Confidential Proprietary Information Notice (2.1.3).

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, ERIC MOE, Senior Contracts Manager of OST, Inc. a District of Columbia corporation or other legal entity, ("Contractor") located at 2010 Corporate Ridge Drive, Suite 1000, McLean VA 22102, having a Social Security or Federal Identification Number of 52-2175314, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [**Contractor must specify the percentage**] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Paula Etheridge 22 February 2021
Signature/Date

Paula Etheridge Contracts Administrator
Printed Name/Title

OST, Inc.
Corporate or Legal Entity's Name

Eric Moe 28 January 2021
Signature/Date

Eric Moe, Sr. Contracts Manager
Printed Name/Title

IRAN FREE PROCUREMENT CERTIFICATION FORM


(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> OST, Inc.	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Eric Moe, General Counsel	<i>Date Executed</i> 28 January 2021

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Event Summary - IT Staff Augmentation

Type	Request for Proposal	Number	6100048933
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Exported on	2/25/2021
Exported by	Amy Layman	Payment Terms	-
Sealed Bid	Yes	Intend to Bid	Yes
Bid Total	0.00 USD		

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	1/6/2021 1:00 PM EST
Close	2/25/2021 1:00 PM EST
Sealed Bid	2/25/2021 1:00 PM
Question Submission Close	1/21/2021 1:00 PM EST

Questions

RFP Questions

Group 1.1: Technical Questions

- 1.1.1** Please download, complete, and upload the Technical Submittal from Buyer Attachments. ★
File Upload
Technical+Submittal 6100048933 OST Inc.pdf -
./SupplierAttachments/QuestionAttachments/Technical+Submittal 6100048933 OST Inc.pdf
- 1.1.2** If submitting a redlined version of the Terms and Conditions, please download, complete, and upload the Appendix A-IT Terms and Conditions from Buyer Attachments.
File Upload
1.1.2 No Terms and Conditions Redline.docx - ./SupplierAttachments/QuestionAttachments/1.1.2 No Terms and Conditions Redline.docx
- 1.1.3** Please download, complete, and upload the Appendix C-Project References from Buyer Attachments.
File Upload
1.1.3_Appendix C-Project-References-Template-Solicitation-Final-OST Inc.doc -
./SupplierAttachments/QuestionAttachments/1.1.3_Appendix C-Project-References-Template-Solicitation-Final-OST Inc.doc
- 1.1.4** Please download, complete, and upload the Appendix D-Personnel Experience by Key Position from Buyer Attachments.
File Upload
Appendix D-Personnel-Experience-Key-Position-Template-Solicitation-Final-OST Inc.docx -
./SupplierAttachments/QuestionAttachments/Appendix D-Personnel-Experience-Key-Position-Template-Solicitation-Final-OST Inc.docx
- 1.1.5** Please download, complete, and upload the Appendix E-Subcontractor List from Buyer Attachments.
File Upload
1.1.5_Appendix E-Subcontractor List-Template-Solicitation-Final-OST Inc.xlsx -
./SupplierAttachments/QuestionAttachments/1.1.5_Appendix E-Subcontractor List-Template-Solicitation-Final-OST Inc.xlsx
- 1.1.6** If submitting a redlined version of the non-Commonwealth hosting terms, please download, complete, and upload the Appendix F-Requirements for Non-Commonwealth Hosted Applications-Services 12.16.2020 from Buyer Attachments.
File Upload
1.1.6 Appendix F-Requirements for Non-Commonwealth Hosted Applications-Services_Redlined_OST Inc.docx - ./SupplierAttachments/QuestionAttachments/1.1.6 Appendix F-Requirements for Non-Commonwealth Hosted Applications-Services_Redlined_OST Inc.docx
- 1.1.7** Please download, complete, and upload the Appendix G-Cloud Services Requirements from Buyer Attachments.
File Upload
1.1.7 Appendix+G-Cloud+Services+Requirements_OST Inc.pdf -
./SupplierAttachments/QuestionAttachments/1.1.7 Appendix+G-Cloud+Services+Requirements_OST Inc.pdf
- 1.1.8** If submitting a redlined version of the service level agreements, please download, complete, and upload the Appendix I-Service Level Agreements from Buyer Attachments.
File Upload
1.1.8 No SLA Redlines.docx - ./SupplierAttachments/QuestionAttachments/1.1.8 No SLA Redlines.docx
- 1.1.9** Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.

File Upload

1.1.9_General Subcontracting Approach for Staff Augmentation Resources OST Inc.pdf -
./SupplierAttachments/QuestionAttachments/1.1.9_General Subcontracting Approach for Staff
Augmentation Resources OST Inc.pdf

1.1.10 I have read and fully understand the service level agreements located in Appendix I-Service
Level Agreements. ★

Yes/No

Yes

1.1.11 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration,
Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals
must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of
the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes
that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and
explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or
reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will
result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that
it would be in the best interest of the Commonwealth to waive the pertinent ITP.

Text (Multi-Line)

We have read and are familiar with the ITPs and we have no additional ITPs in our technical response.

1.1.12 Accessibility Needs. The Commonwealth's Executive Order 2016-03, 2016-03 - Establishing
"Employment First" Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a
Disability, states that Commonwealth employees with disabilities may require accommodations of
assistive technology in order to perform the functions of their jobs. The Commonwealth will further the
objectives of providing appropriate accommodation and support through the contracts resulting from this
procurement. Contractors must provide an accessibility plan and assistive technology for the products
and services of this procurement, as applicable. If applicable, please upload provide an accessibility plan
and assistive technology. See http://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf for additional
information.

File Upload

1.1.12 Accessibility Needs-VPAT OST Inc.pdf - ./SupplierAttachments/QuestionAttachments/1.1.12
Accessibility Needs-VPAT OST Inc.pdf

Group 1.2: Small Diverse Business Participation

1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation
Information Document ★

Yes/No

Yes

Small+Diverse+Business+Participation+Information-IT Staffing 1.14.2021 -
../Attachments/QuestionAttachments/Small+Diverse+Business+Participation+Information-IT Staffing

1.2.2 Please download, complete, and upload the attached Small Diverse Business Submittal
packet. All fields must be completed prior to submittal and in accordance with the
instructions contained in the packet. ★

File Upload

1.2.2_Supplies_Services_SDB_Participation_IT_Staffing_OST Inc.pdf -
./SupplierAttachments/QuestionAttachments/1.2.2_Supplies_Services_SDB_Participation_IT_Staffing_
OST Inc.pdf

Supplies_Services_SDB_Participation_IT_Staffing_20210115 -
../Attachments/QuestionAttachments/Supplies_Services_SDB_Participation_IT_Staffing_20210115.pdf

1.2.3 Attached is a Model Form of Small Diverse Business/Veteran Enterprise Subcontractor
Agreement. ★

File Upload

1.2.3 Model Form.docx - ./SupplierAttachments/QuestionAttachments/1.2.3 Model Form.docx

Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form
SDB VBE Subcontract Agreement 1.9.2020.docx

1.2.4 I have read and fully understand the Small and Small Diverse Business qualifications
attached in question 1.2.1 above. ★

Yes/No

Yes

Group 1.3: Veteran Business Enterprise Participation

- 1.3.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★

Yes/No

Yes

Veteran+Business+Enterprise+Participation+Information-IT Staffing 1.15.2021 -
../Attachments/QuestionAttachments/Veteran+Business+Enterprise+Participation+Information-IT

- 1.3.2 Please download, complete and upload the attached Veteran Business Participation Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★

File Upload

1.3.2_Supplies_Services_VBE_Participation_IT_Staffing_OST Inc.pdf -
../SupplierAttachments/QuestionAttachments/1.3.2_Supplies_Services_VBE_Participation_IT_Staffing_OST Inc.pdf

Supplies_Services_VBE_Participation_IT_Staffing_20210115 -
../Attachments/QuestionAttachments/Supplies_Services_VBE_Participation_IT_Staffing_20210115.pdf

- 1.3.3 Attached is s a Model Form of Small Divers/Veteran Enterprise Sub contractor Agreement. ★

File Upload

1.3.3 Model Form.docx - ../SupplierAttachments/QuestionAttachments/1.3.3 Model Form.docx

Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx

- 1.3.4 I have read and fully understand the Veteran Business Enterprise qualifications attached in Question 1.3.1 above. ★

Yes/No

Yes

Group 1.4: Cost

- 1.4.1 Please use Appendix J-Cost Submittal located in the Buyer Attachments to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★👁

File Upload

1.4.1 Appendix J-Cost Submittal OST Inc.xlsx - ../SupplierAttachments/QuestionAttachments/1.4.1 Appendix J-Cost Submittal OST Inc.xlsx

Additional Required Documentation

Group 2.1: Standard Forms

- 2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★

File Upload

2.1.1_Iran-Free-Cert-Solicitation-Final-OST Inc.pdf -
../SupplierAttachments/QuestionAttachments/2.1.1_Iran-Free-Cert-Solicitation-Final-OST Inc.pdf

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

- 2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★

File Upload

2.1.2_Domestic-Workforce-Utilization-Certification-Solicitation-Final-OST Inc.pdf -
../SupplierAttachments/QuestionAttachments/2.1.2_Domestic-Workforce-Utilization-Certification-Solicitation-Final-OST Inc.pdf

Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc

- 2.1.3** Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
2.1.3_TradeSecret-Confidential-Property-Info-Notice-Solicitation-Final-OST Inc.pdf -
../SupplierAttachments/QuestionAttachments/2.1.3_TradeSecret-Confidential-Property-Info-Notice-Solicitation-Final-OST Inc.pdf
 Trade Secret/Confidential Proprietary Information Notice -
../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4** Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload
RedactedSubmittal-OST Inc.zip - ../SupplierAttachments/QuestionAttachments/RedactedSubmittal-OST Inc.zip
- 2.1.5** Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★
File Upload
2.1.5_Lobbying-Cert-Form-Solicitation-Final-OST Inc.docx -
../SupplierAttachments/QuestionAttachments/2.1.5_Lobbying-Cert-Form-Solicitation-Final-OST Inc.docx
Lobbying Certification and Disclosure Form - ../Attachments/QuestionAttachments/BOP-1307 LOBBYING CERTIFICATION FORM.docx
- 2.1.6** Please download, complete and upload the COSTARS Program Election to Participate Form only applicable if the Offeror elects to permit COSTARS members to participate in the contract resulting from this RFP.

File Upload
2.1.6_COSTARS-Election-Solicitation-Final-OST Inc.docx -
../SupplierAttachments/QuestionAttachments/2.1.6_COSTARS-Election-Solicitation-Final-OST Inc.docx
COSTARS Election to Participate Form -
../Attachments/QuestionAttachments/COSTARSProgramContractorElectiontoParticipate REV
- 2.1.7** The Commonwealth has determined that this contract will be made available to external procurement activities. Further information can be found below in the attached file.
File Upload
No response.
External Procurement Activities - ../Attachments/QuestionAttachments/Participating Addendum with an External Procurement Activity.docx
- Group 2.2: Terms and Conditions**
- 2.2.1** By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★
Yes/No
Yes
- Group 2.3: Offeror's Representation**
- 2.3.1** By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No
Yes
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2

By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).



Yes/No

Yes

General Subcontracting Approach for Staff Augmentation Resources

OST is committed to fulfilling every request of the Commonwealth of Pennsylvania (CoPA) under the Information Technology Staffing Program (PA ITSA). We have done this 100% since 2015 for the current PA ITSA program with hundreds of subcontractors in the open vendor network.

Our network is tailored to the current and anticipated needs of CoPA and includes national, niche, local, small, small diverse, and veterans businesses. OST will leverage Small Diverse Businesses (SDBs) and Veterans Business Enterprises (VBEs) within this network to fulfill competitive requisitions to meet the goals of 64% SDB utilization and 6% VBE utilization. SDBs and VBEs will have opportunity for named resources as well.

Our experience since 2015, fulfilling [REDACTED] of all competitive spending with SDB resources, gives us the confidence that we can continue to deliver a successful program for the Commonwealth of Pennsylvania.

Subcontracting Plan (RFP I-2-D)

The vendor network is the most important facet of our successful MSP program, as we rely on subcontractor vendors to supply all of the candidates to meet the Commonwealth requirements. This means that a comprehensive network of providers must exist in order to be able to supply the right resource, at the right price, and at the right time whenever a need is published in any Commonwealth job category. OST firmly believes that SDB and VBE businesses with their entrepreneurial spirit bring great innovation, forward thinking, connection with emerging customer experience trends and technologies, and therefore incredible value to the Commonwealth. Similarly, national companies with broad and deep experience across a multitude of government and commercial customers have access to talent (i.e., individuals) that will solve any of CoPA's needs. OST's drive is for these companies to be successful in filling every requisition, and we have the experience and commitment for making this a reality for Pennsylvania.

Building the Subcontracting Vendor Network

We are starting with the [REDACTED] subcontracting relationships that we currently have within our PA ITSA MSP services for inclusion in the program based on our experience with them and their ability to fulfill the needs of the Commonwealth. In addition to drawing from our own vendor pool, we will also approach qualified subcontractors certified by the Bureau of Diversity, Inclusion, and Small Business Opportunity (BDISBO) as SDB and VBE who have competency within IT. Additionally, we will approach companies already working well with the Commonwealth for IT and IT-related services

[REDACTED]

The vendor network we provide will be built with the Commonwealth of Pennsylvania's specific needs in mind. When determining the criteria for desirable resources and quality vendors, we focus on the Commonwealth's goals, initiatives, and feedback on recommended improvements.

OST has a detailed plan and methodology for identifying and qualifying subcontracting vendors to be part of the network for the Pennsylvania program. During program implementation and throughout the entire length of the contract, OST will evolve the open network of subcontractors, focused first on having the right network to fulfill 100% of current and future needs and second to achieve SDB and VBE diversity spending targets.



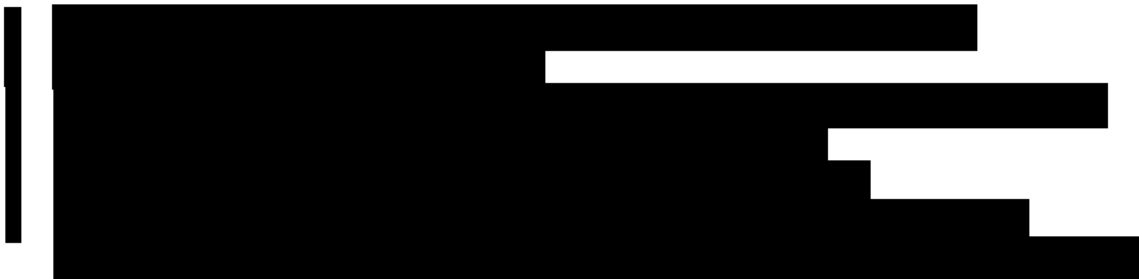
OST will work with the DGS Contract Administrator (CA) throughout the contract period of performance to define and abide by the approval process for adding subcontractors. A listing of subcontractors will be available to the DGS CA at any time, and the OST Project Manager (PM) will keep the CA apprised of any subcontractor network changes on a month basis.

Similarly, the OST Account Managers work closely with potential subcontractors to educate them on the PA ITSA contract as well as how to become a certified SDB or VBE at BDISBO. The OST PM will collaborate with BDISBO for effective ways of outreach to certified SDBs and VBEs, such as during events with Harrisburg University and the Technology Council of Central Pennsylvania, as OST has done before, so these businesses are aware of opportunities to provide IT services to the Commonwealth through the PA ITSA program.

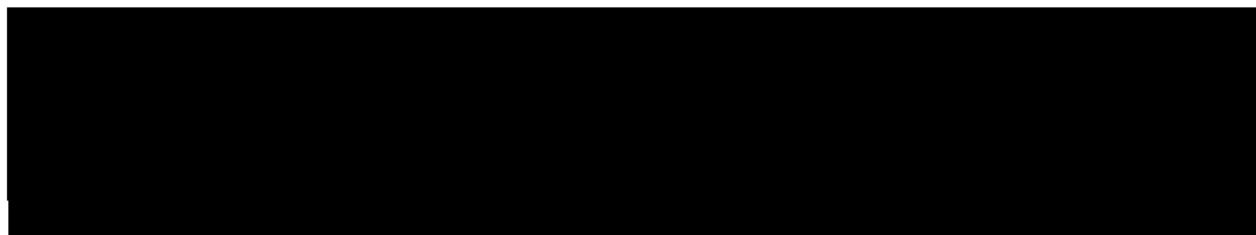
Validating the Capabilities of the Network

During the implementation phase of the PA ITSA contract in Pennsylvania, we will evaluate the current supplier community, recruit new vendors from the local market, and work with the Commonwealth to identify any gaps in coverage or quality with the pool of vendors presented.

In all cases for vendors in the Commonwealth's network, we will perform a mature and thorough review of their capabilities to ensure that they can supply the desired skills, they are motivated to participate in the program, and that they accept all terms and conditions of the program. To win the trust of all subcontracting vendors and foster a productive working relationship, we follow a methodical and disciplined approach involving:



A successful partnership between an MSP and vendor network is critical to program success. Our approach to vendor management and quality staffing prioritizes relationship-building, providing well-trained, informed, connected, engaged, and motivated suppliers to drive maximum value to the entire Commonwealth by meeting staffing needs quickly and with competent and skilled individuals. The relationship between OST as the MSP and our vendors is clearly defined in our Subcontracting Agreement and the PA ITSA contract, including CoPA terms and conditions.





[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Subcontractor Qualification Process

[Redacted]

[Redacted]

Our qualification process includes the following steps:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Managing Change and the Introduction of the New Program

[Redacted]

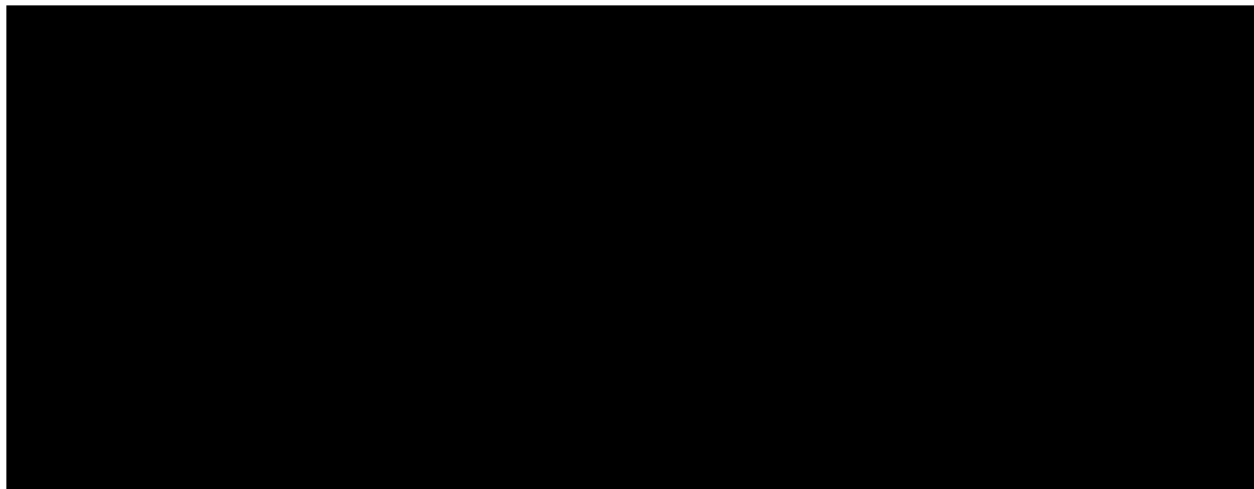
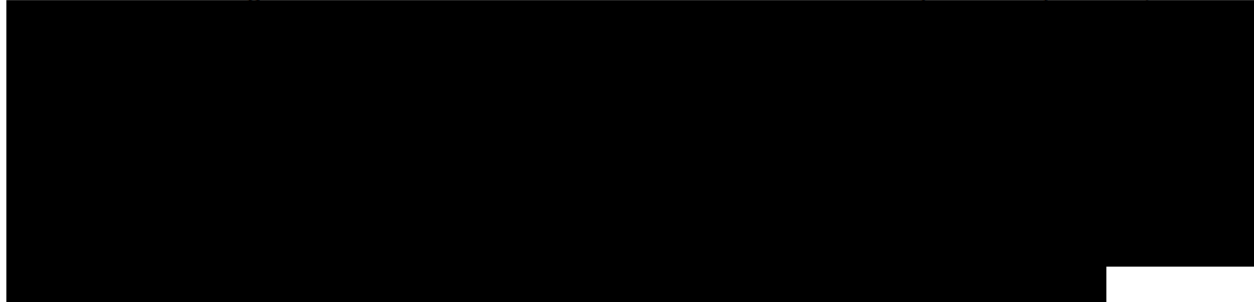
Management Process

A successful partnership between an MSP and the supplier network is critical to program success. Our approach to supplier management prioritizes relationship-building, which provides engaged and motivated



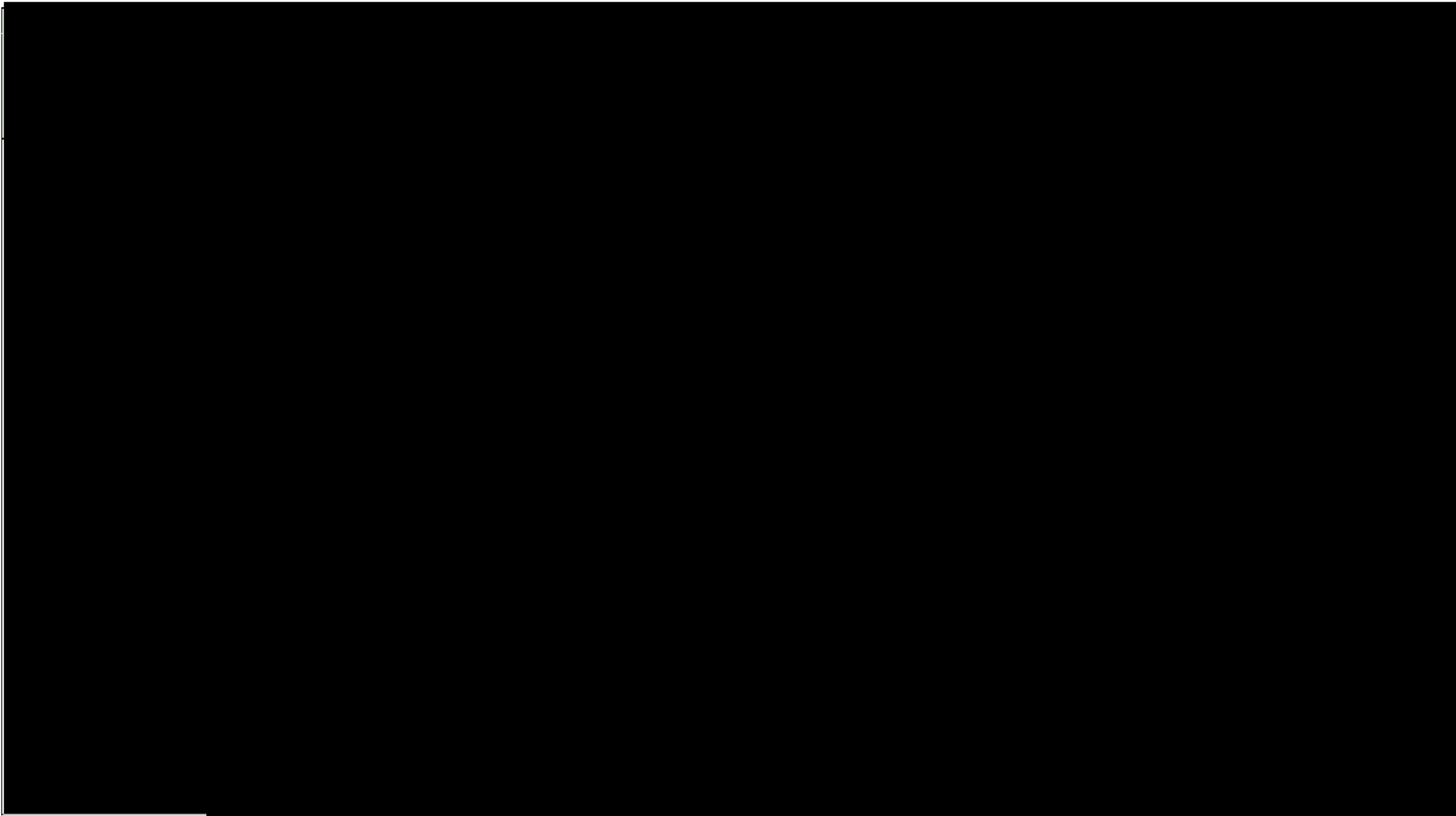
Distribution of Requisitions to the SDB vendor pool

In order to meet the goals of a 64% SDB and 6% VBE Utilization Rate for competitive requisitions, OST will

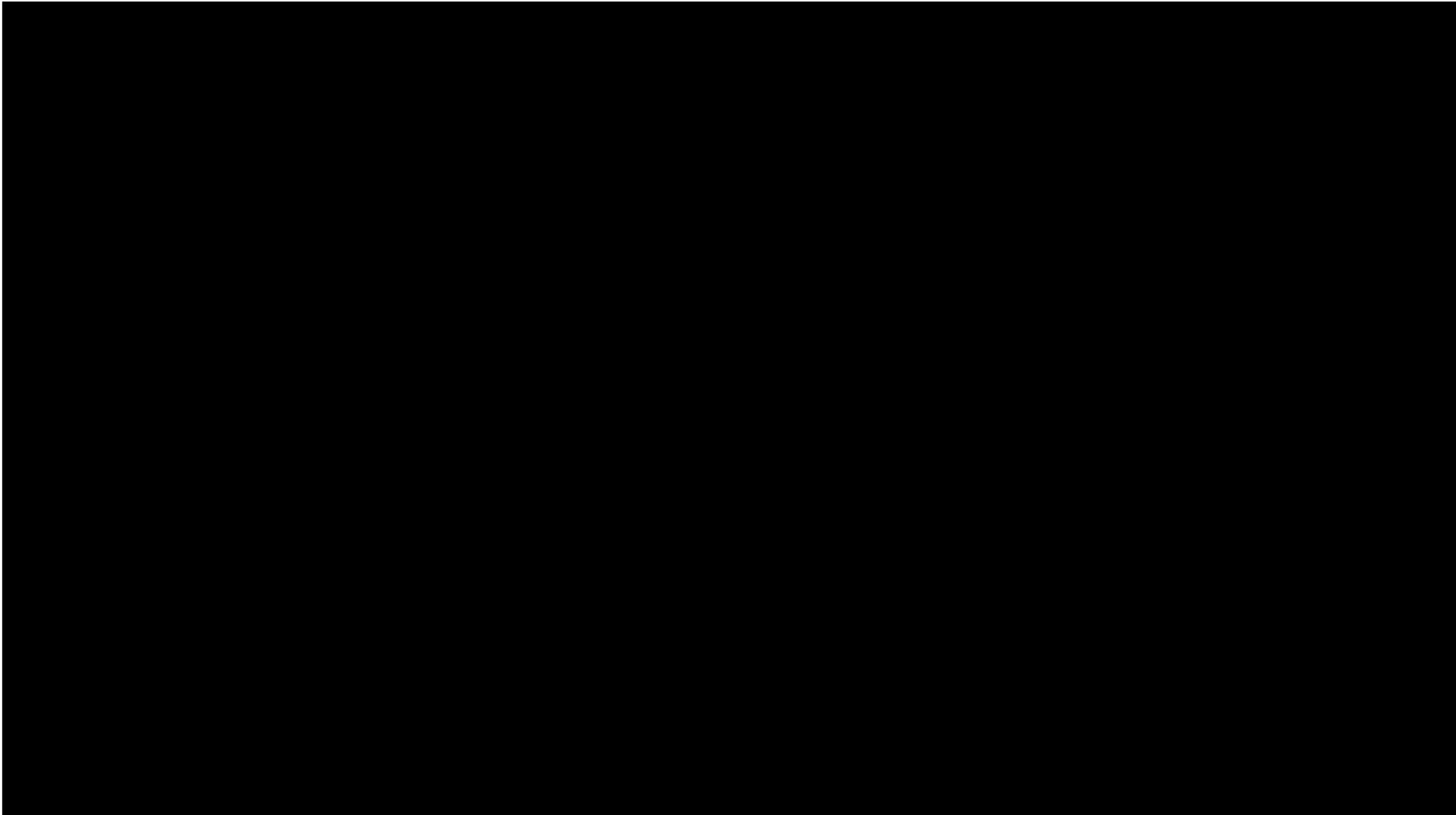




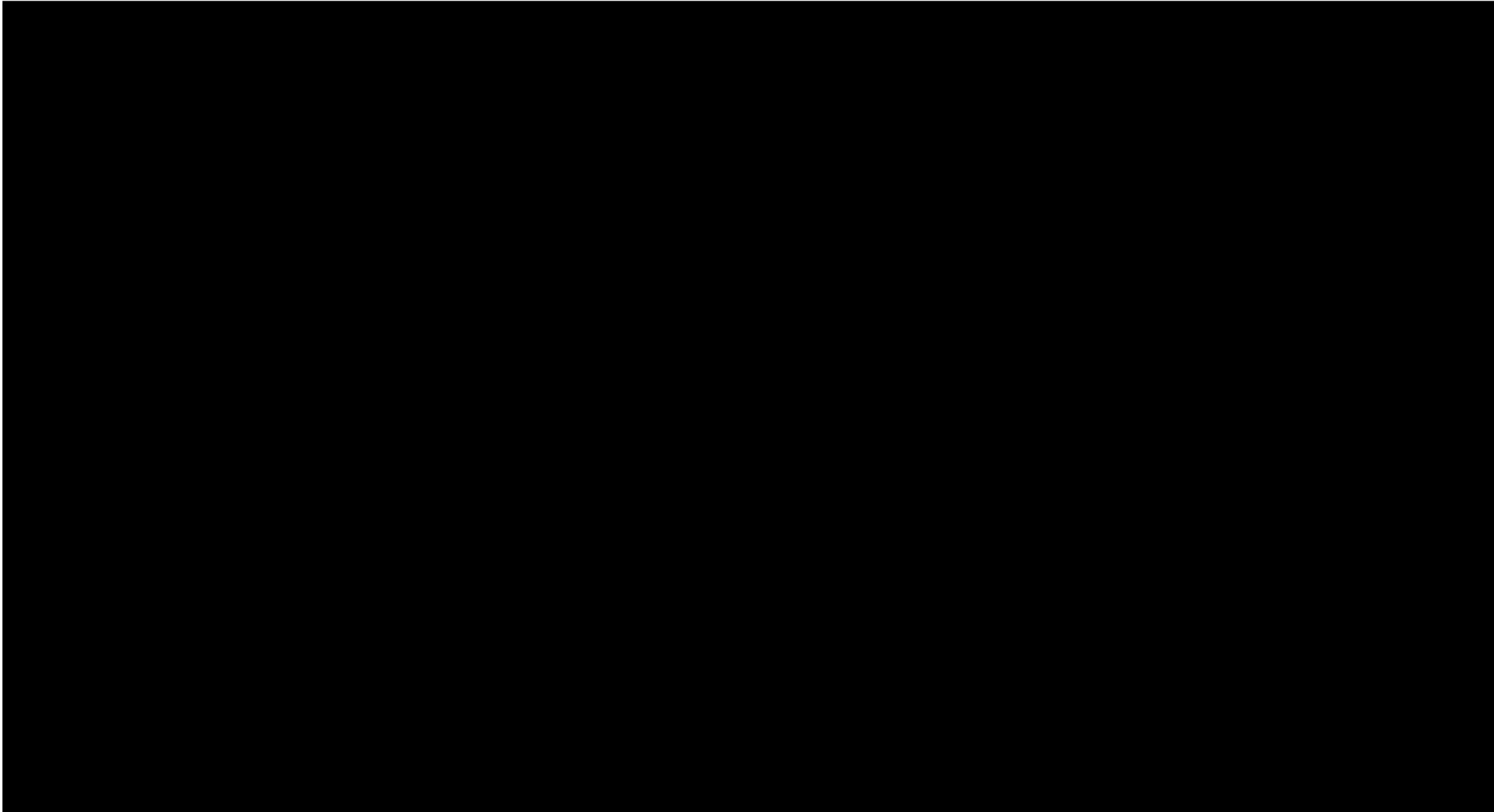
Appendix D – Personnel Experience by Key Position



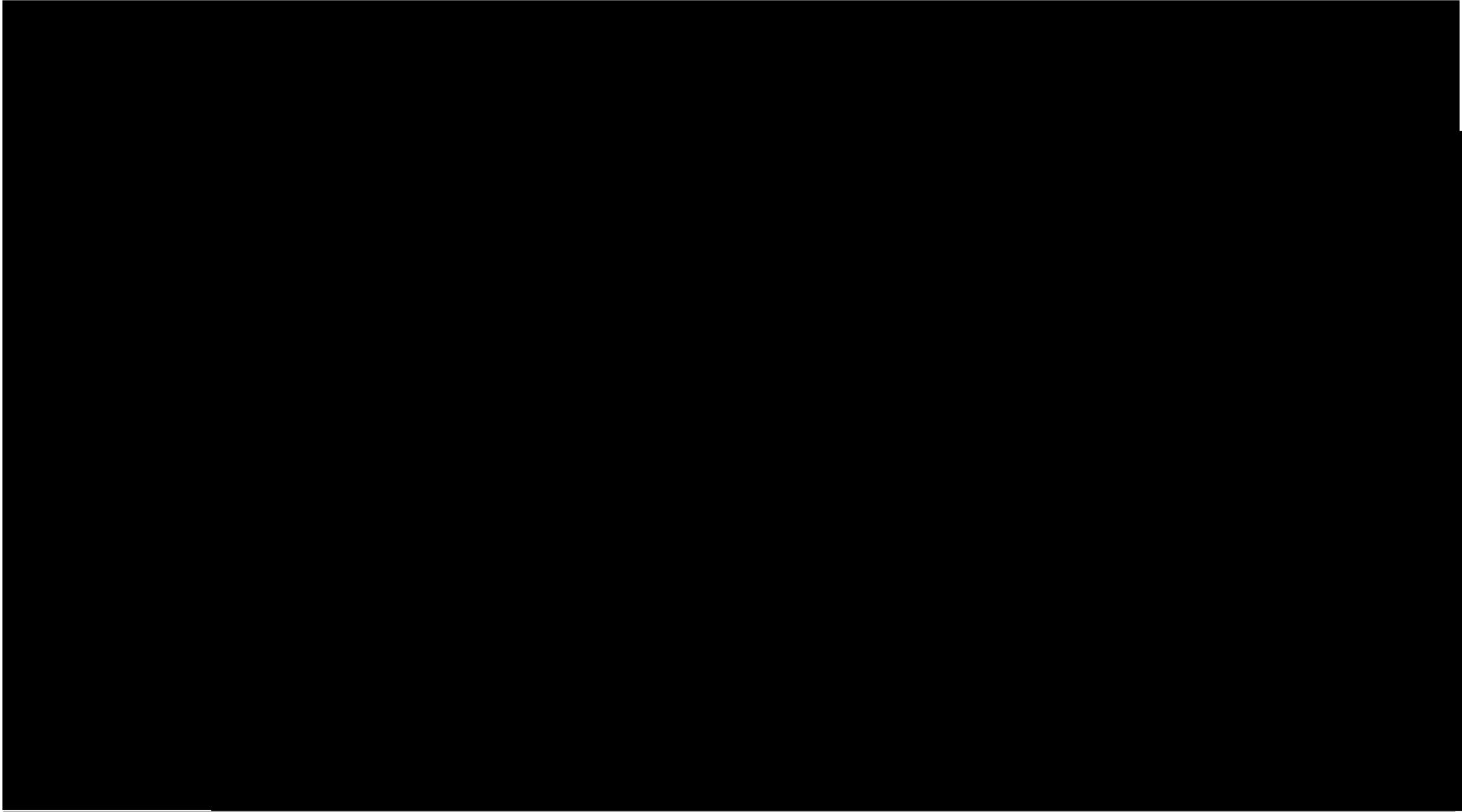
Appendix D – Personnel Experience by Key Position



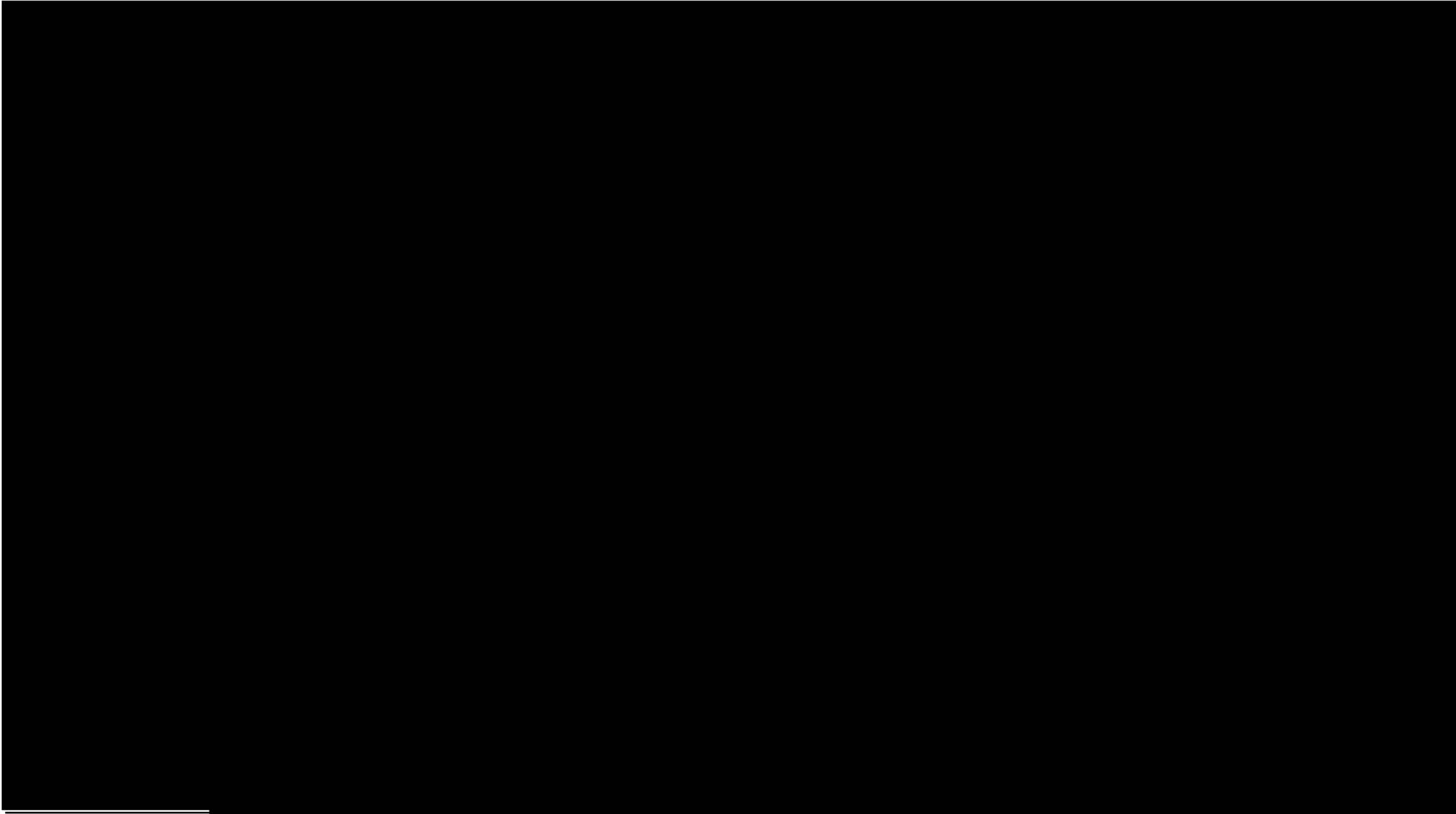
Appendix D – Personnel Experience by Key Position



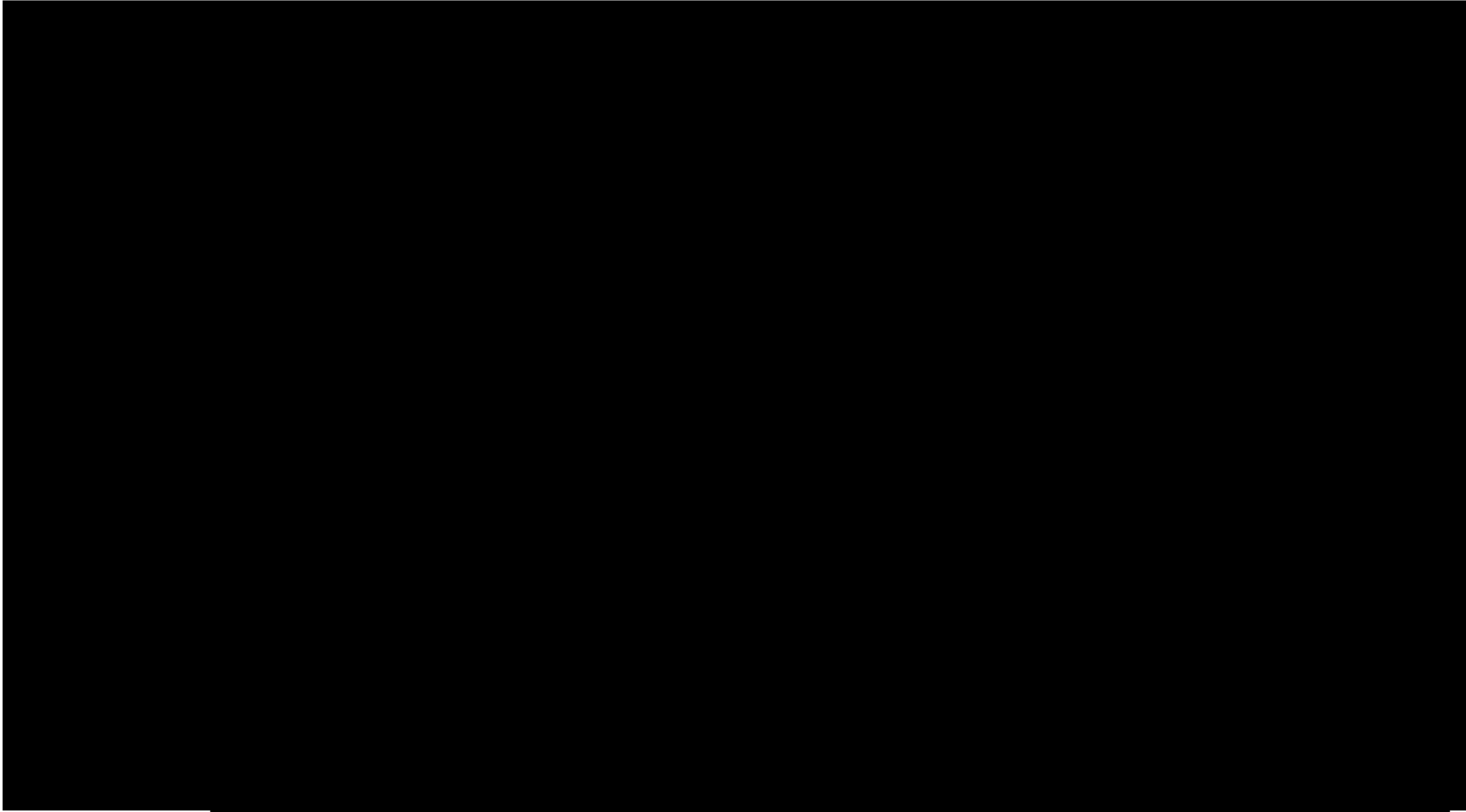
Appendix D – Personnel Experience by Key Position



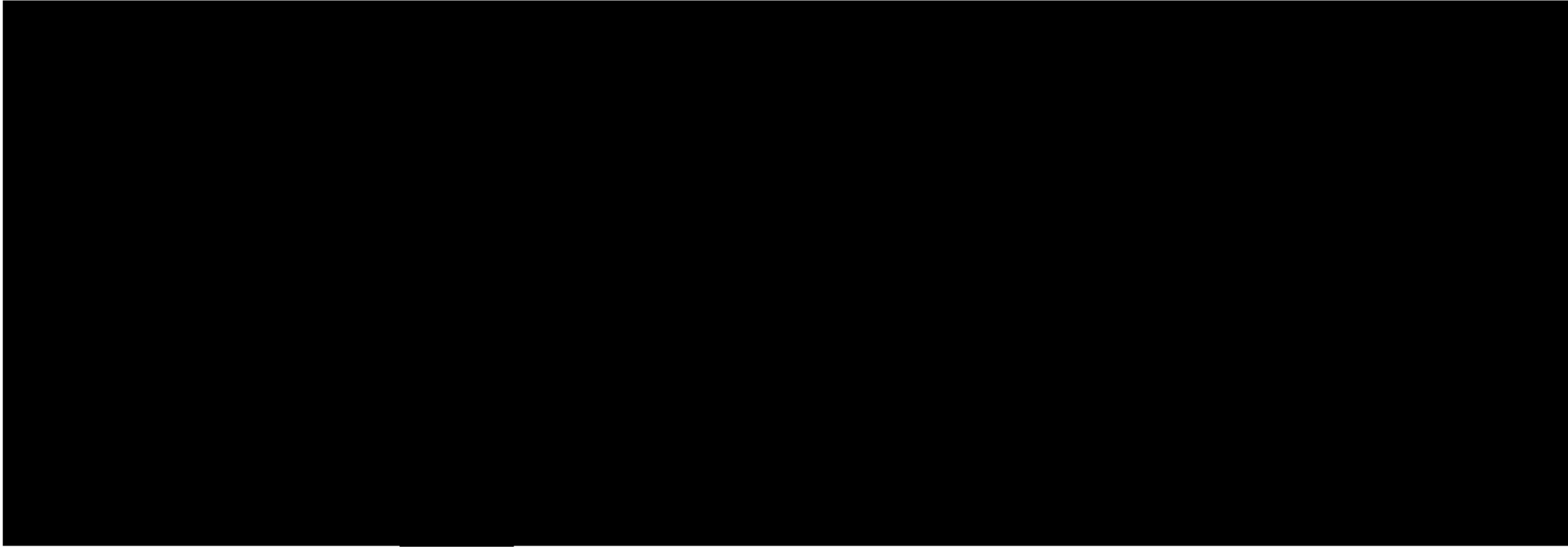
Appendix D – Personnel Experience by Key Position



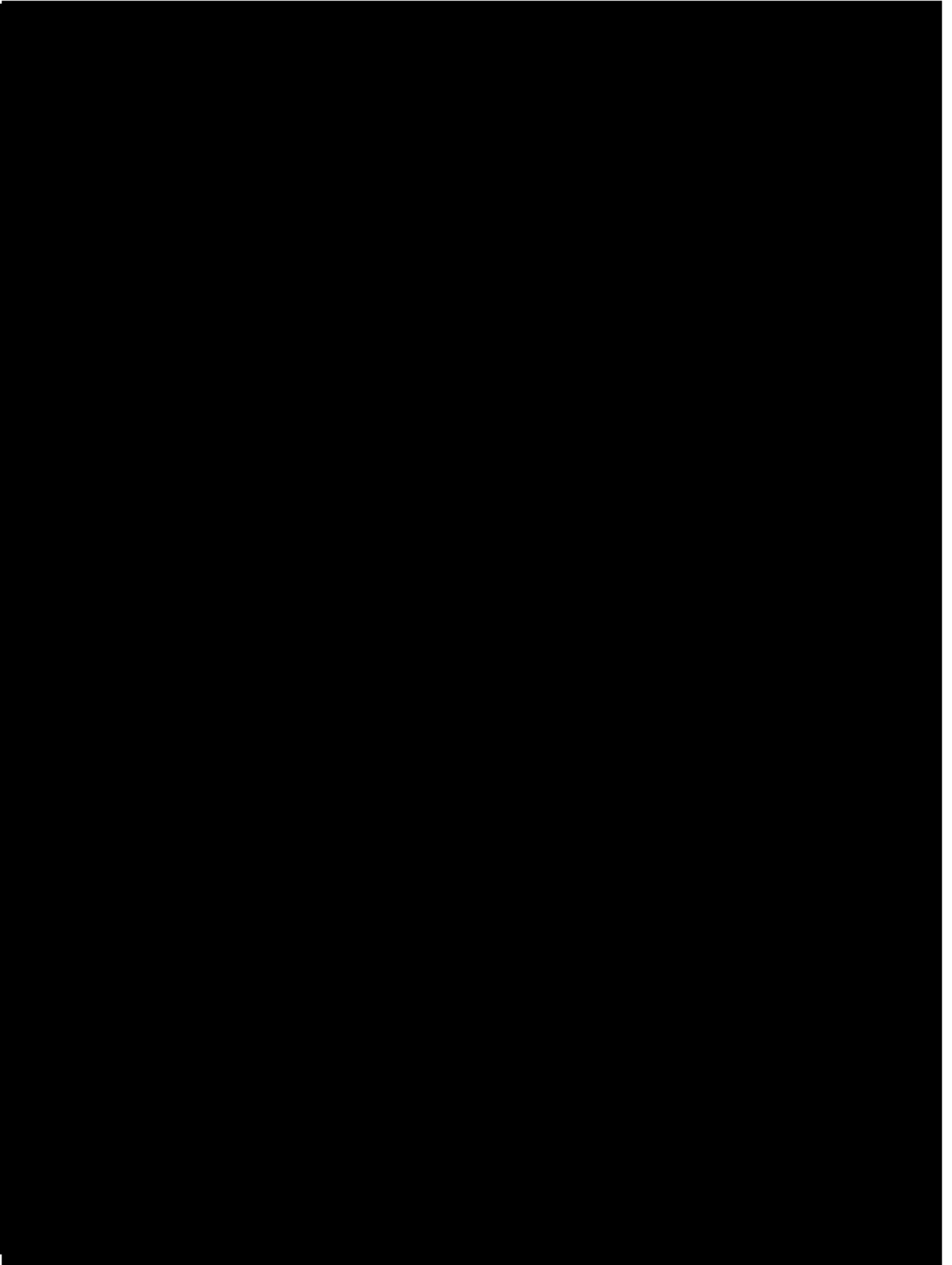
Appendix D – Personnel Experience by Key Position



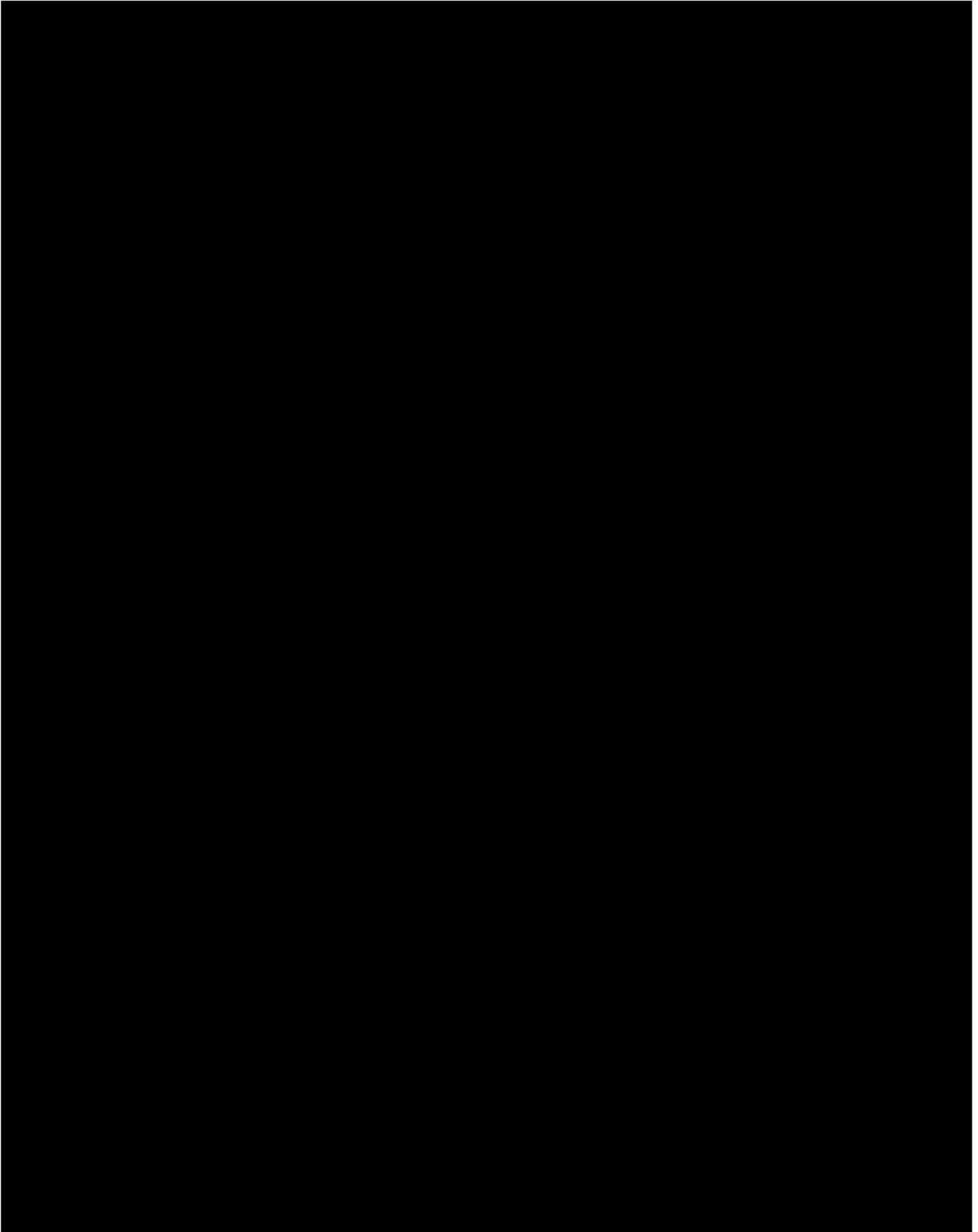
Appendix D – Personnel Experience by Key Position



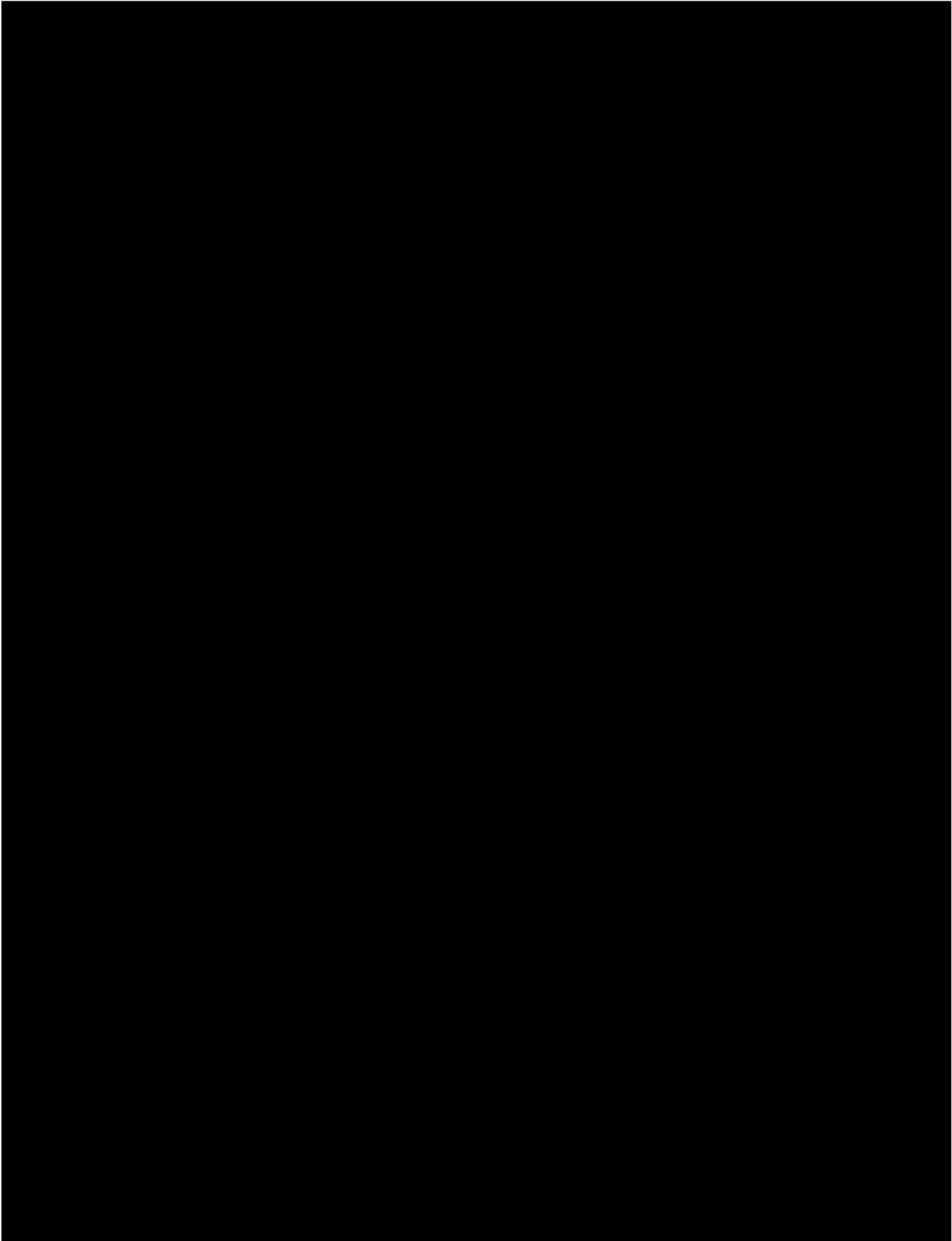
Appendix C - Project References



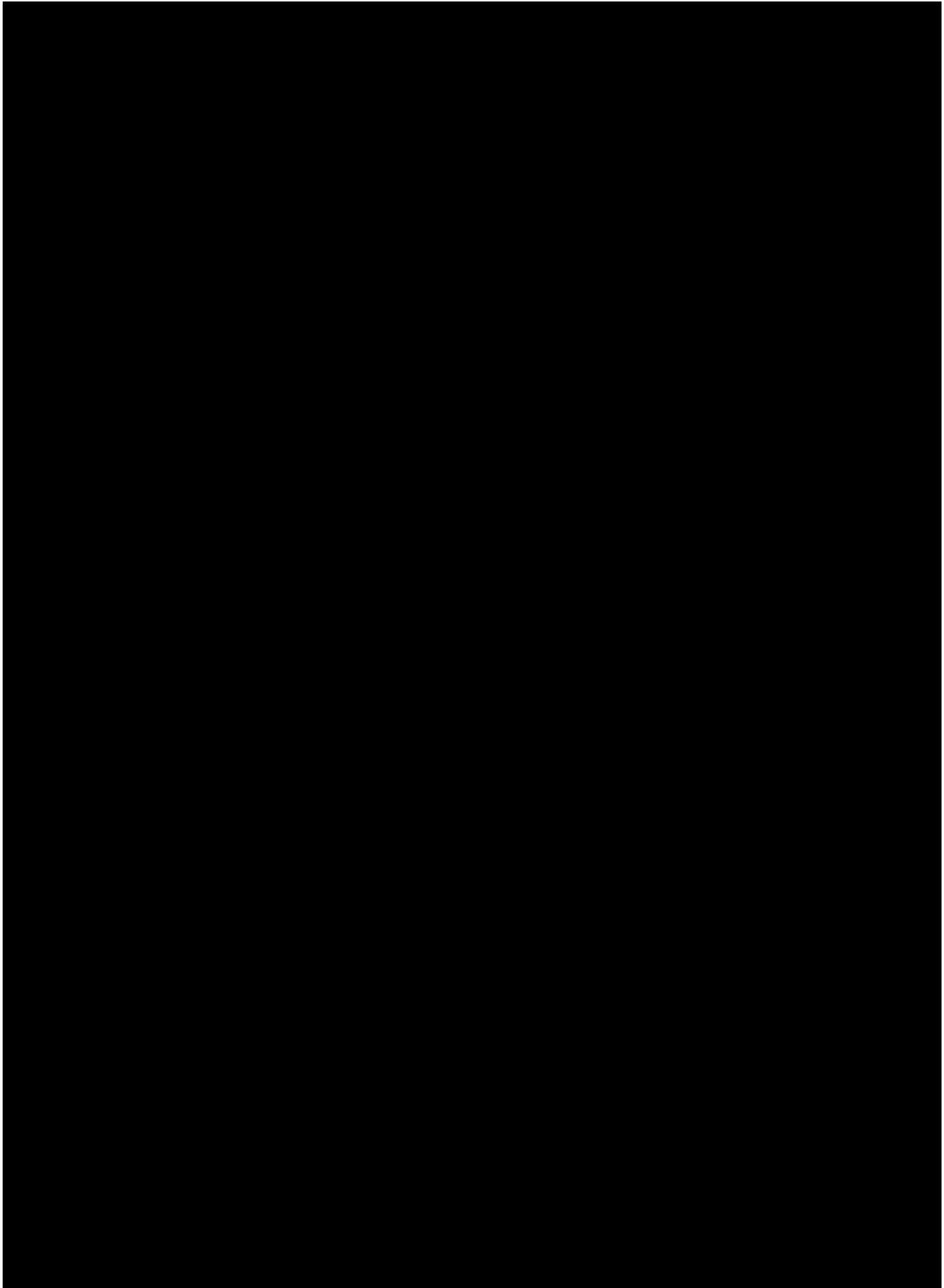
Appendix C - Project References



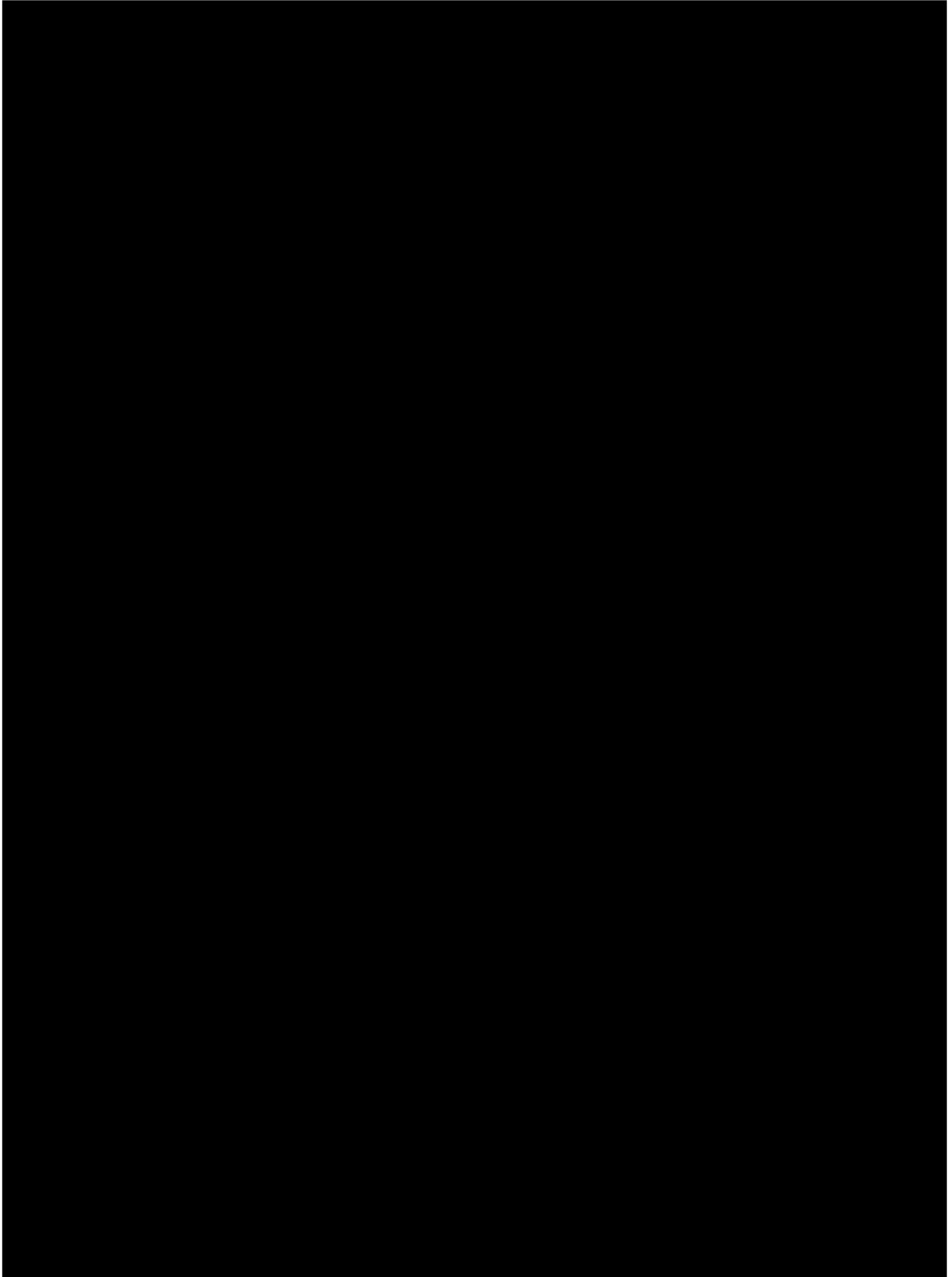
Appendix C - Project References



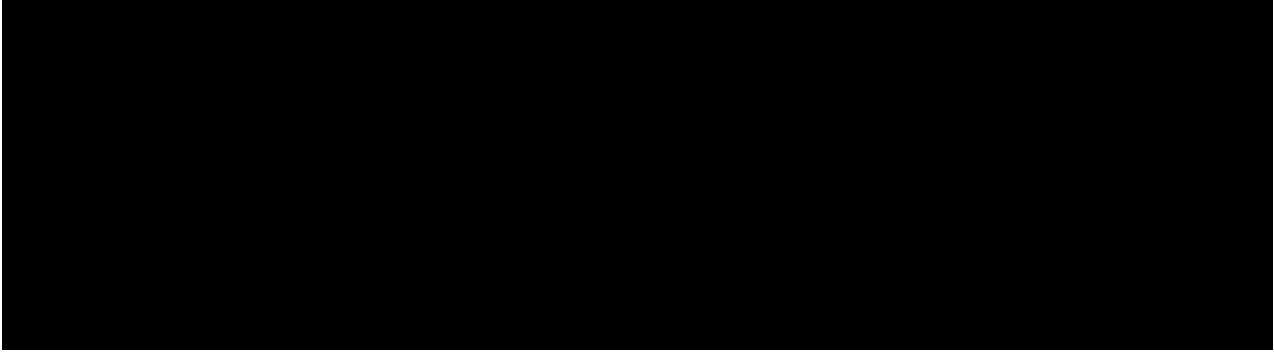
Appendix C - Project References



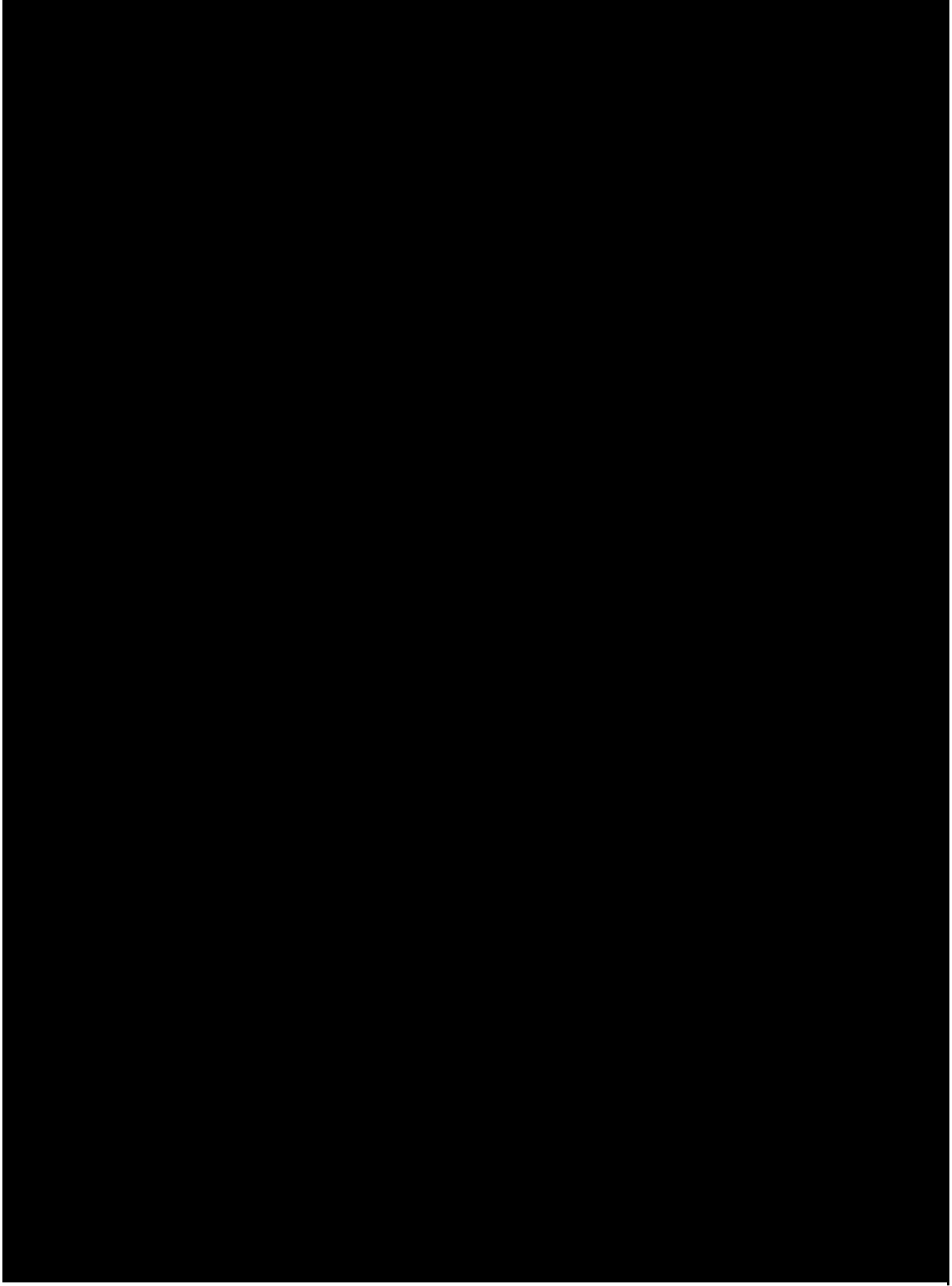
Appendix C - Project References



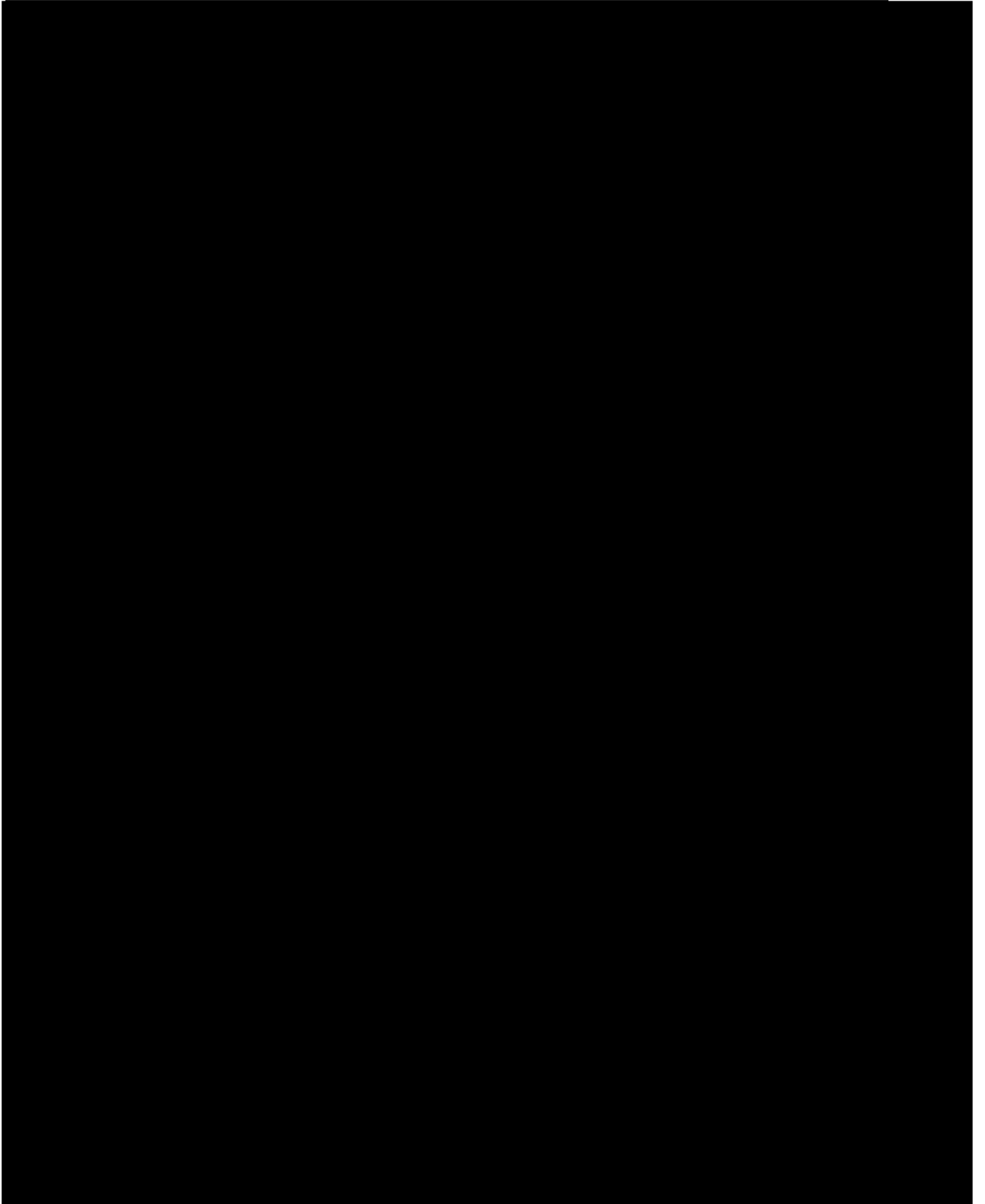
Appendix C - Project References



Appendix C - Project References

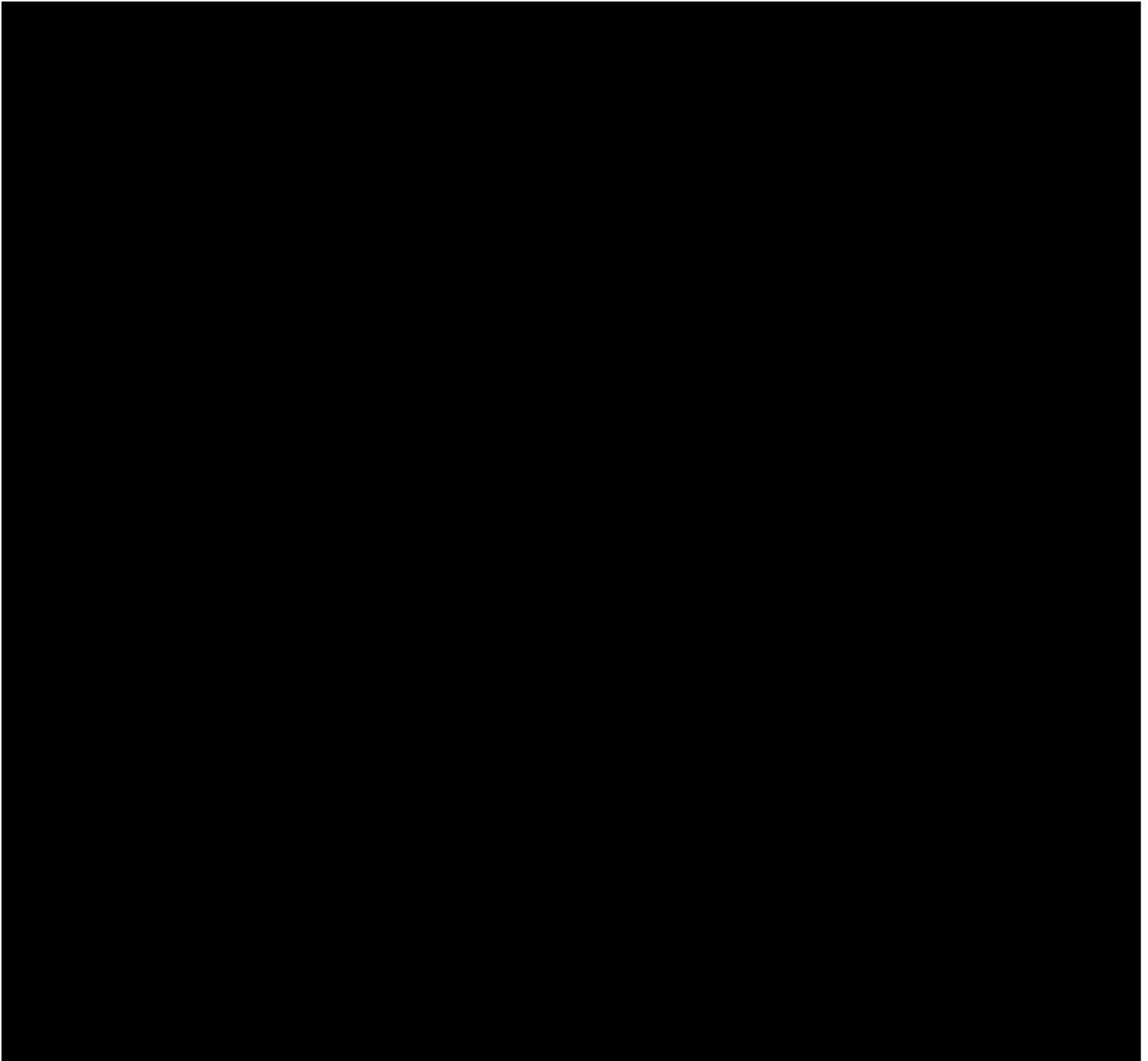


Appendix C - Project References

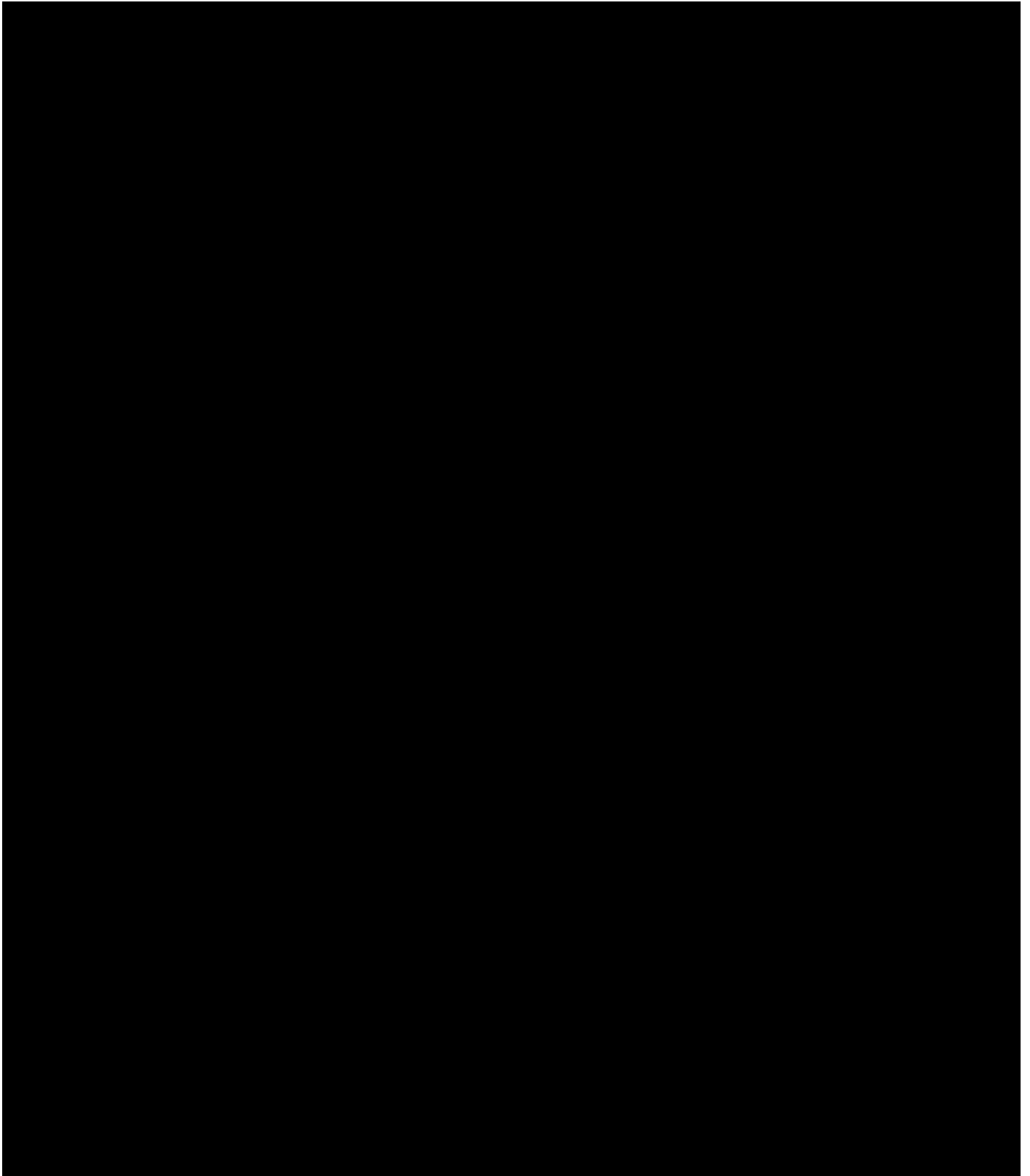


Appendix C - Project References

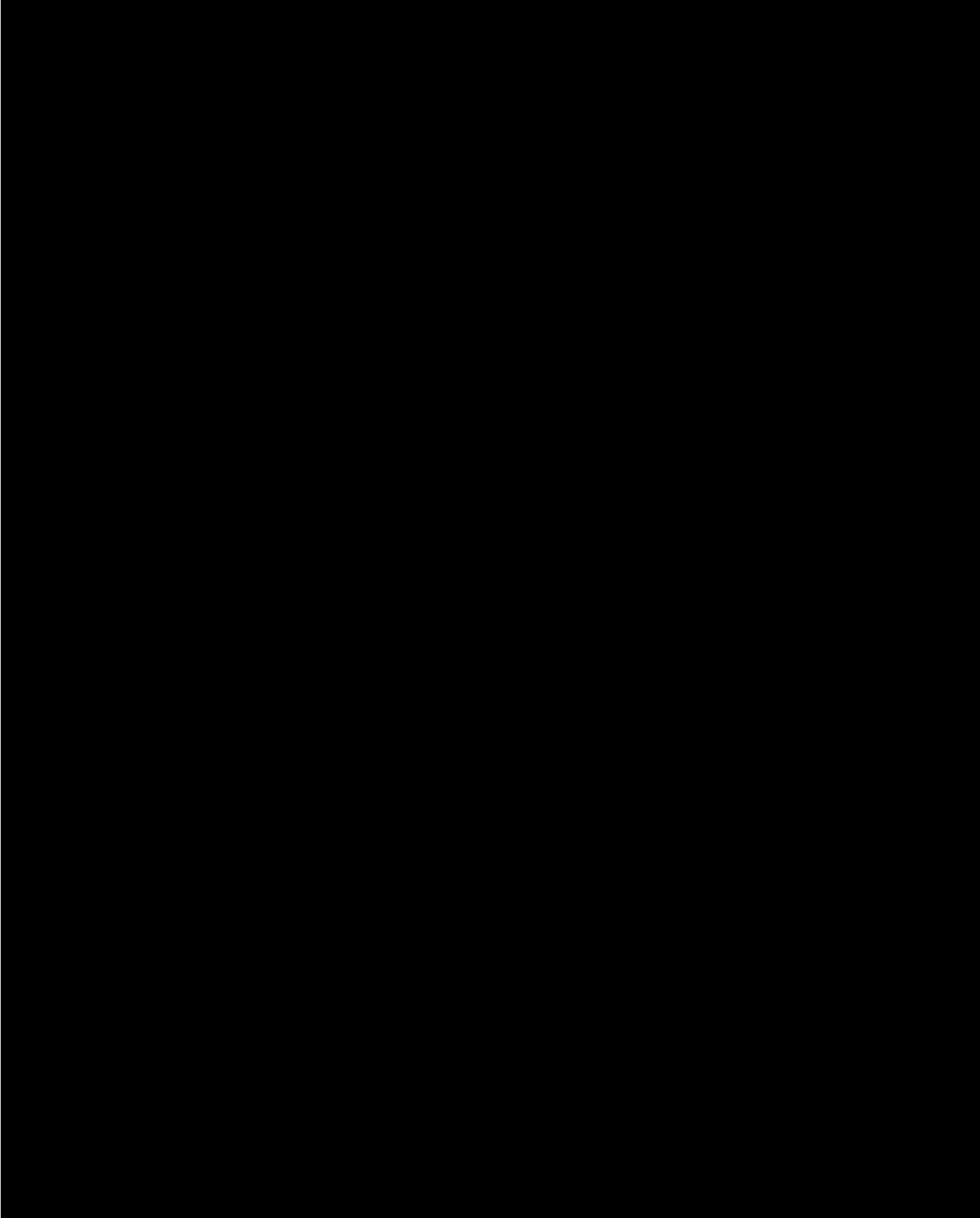
Appendix C - Project References



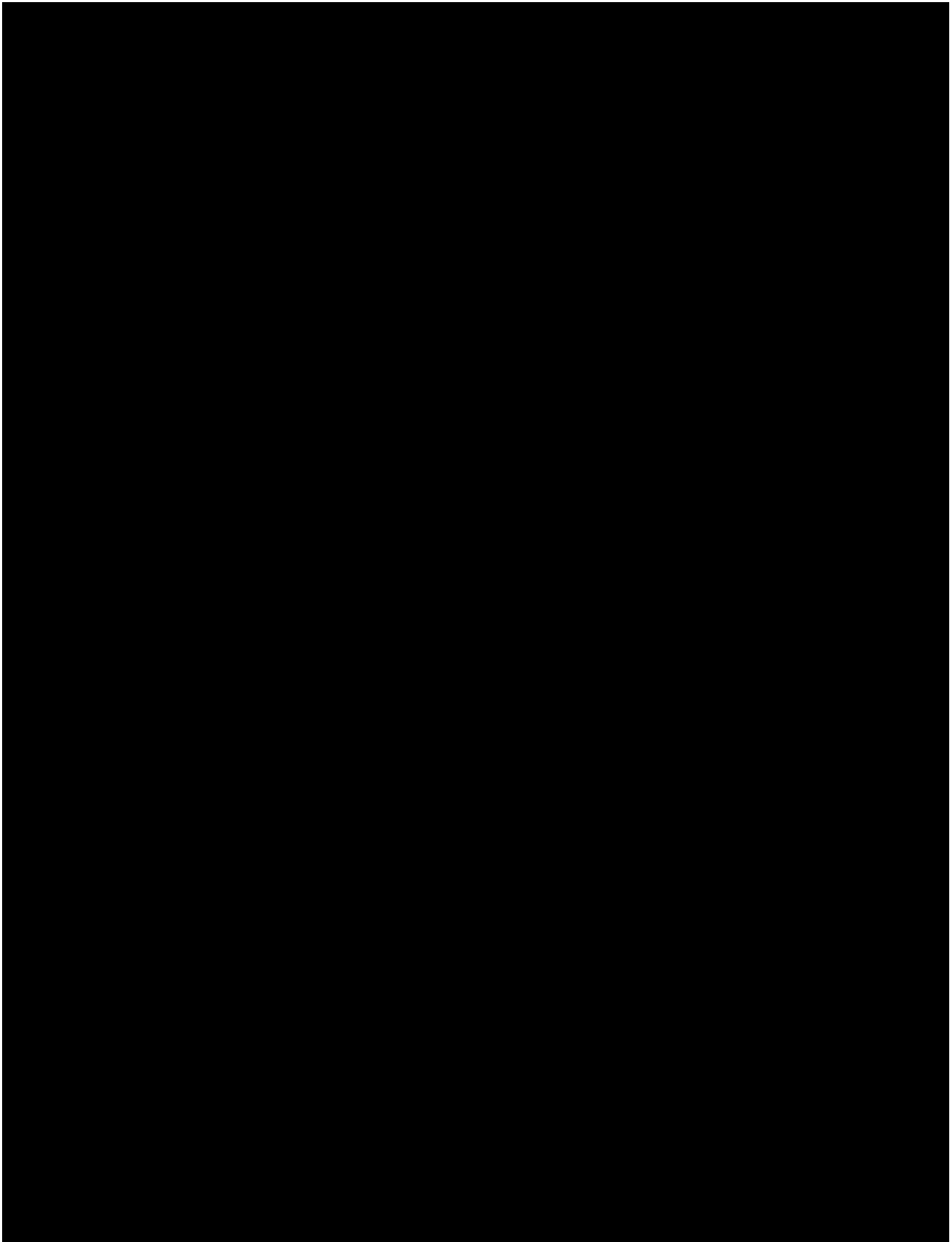
Appendix C - Project References



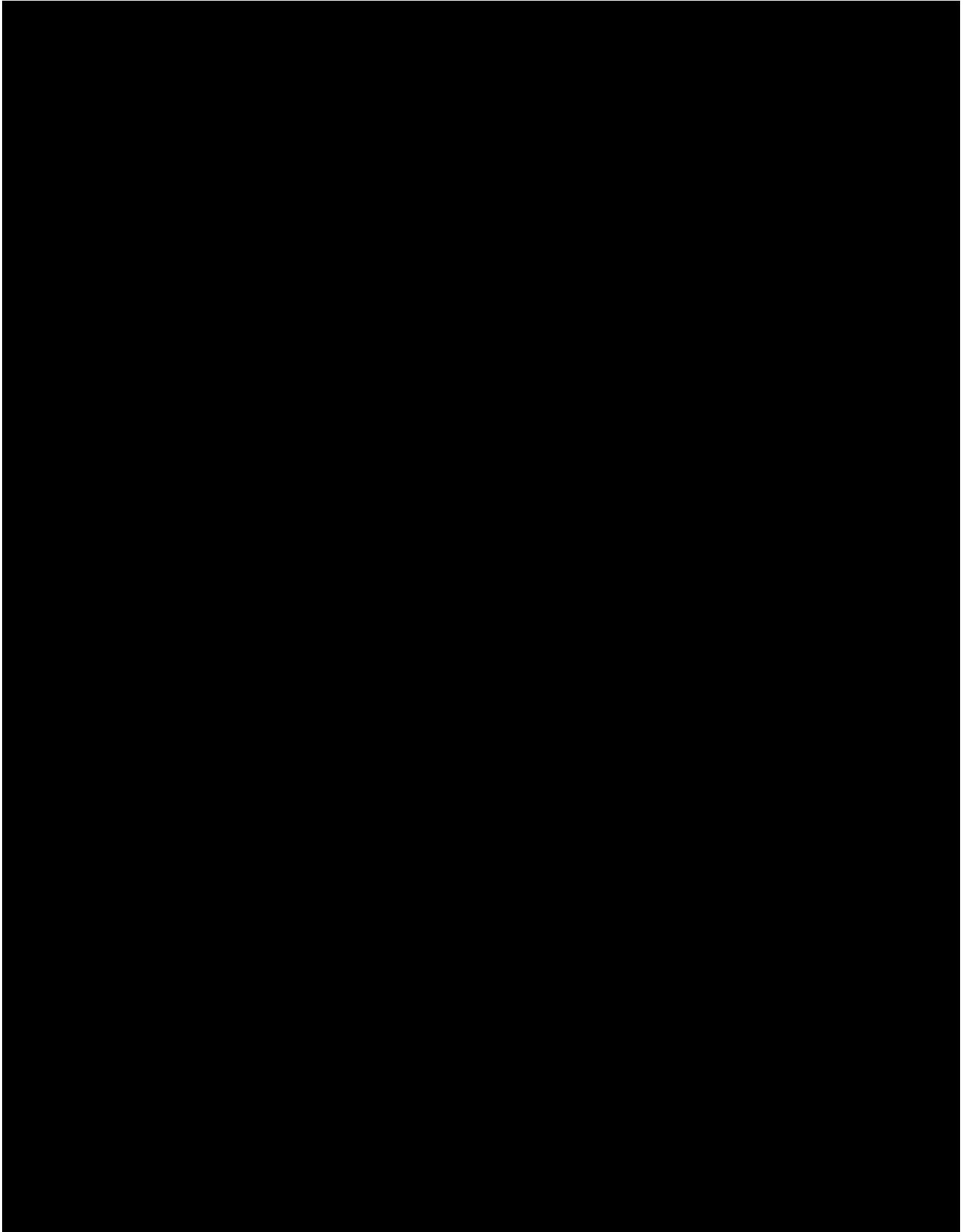
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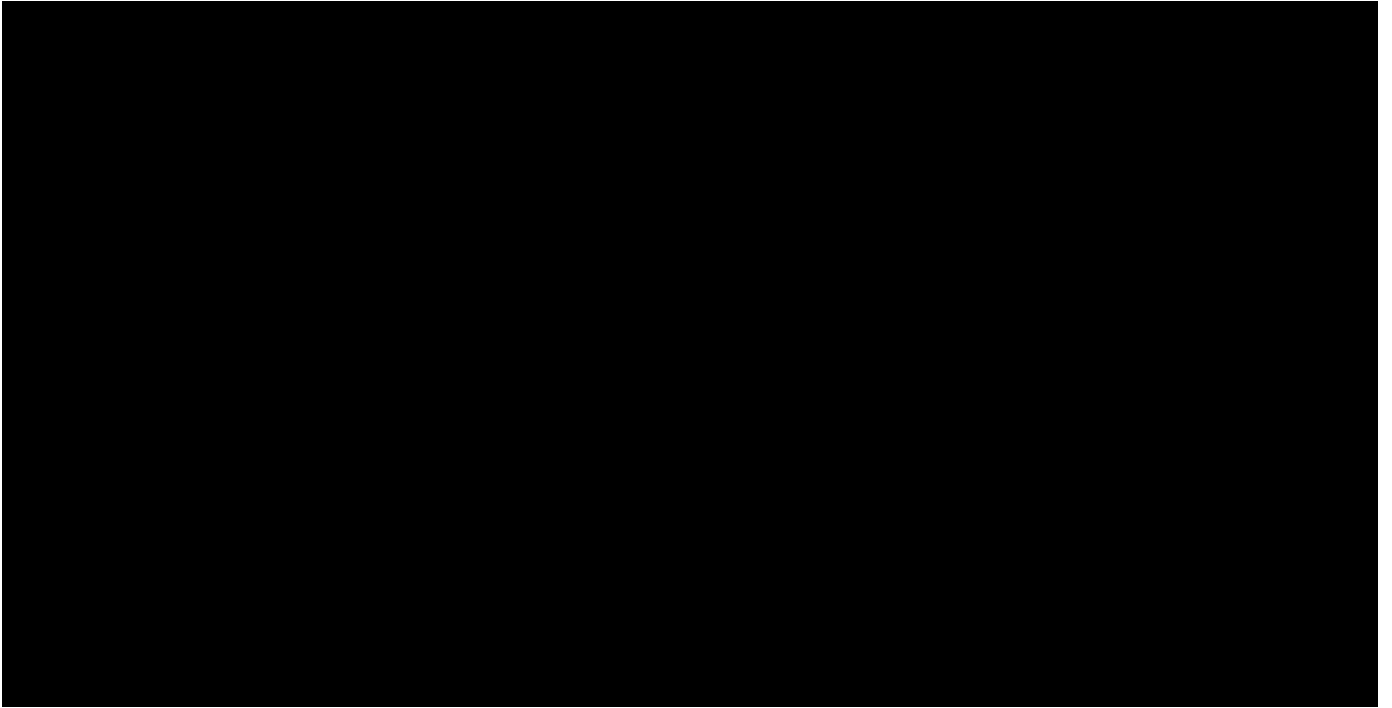
Appendix C - Project References



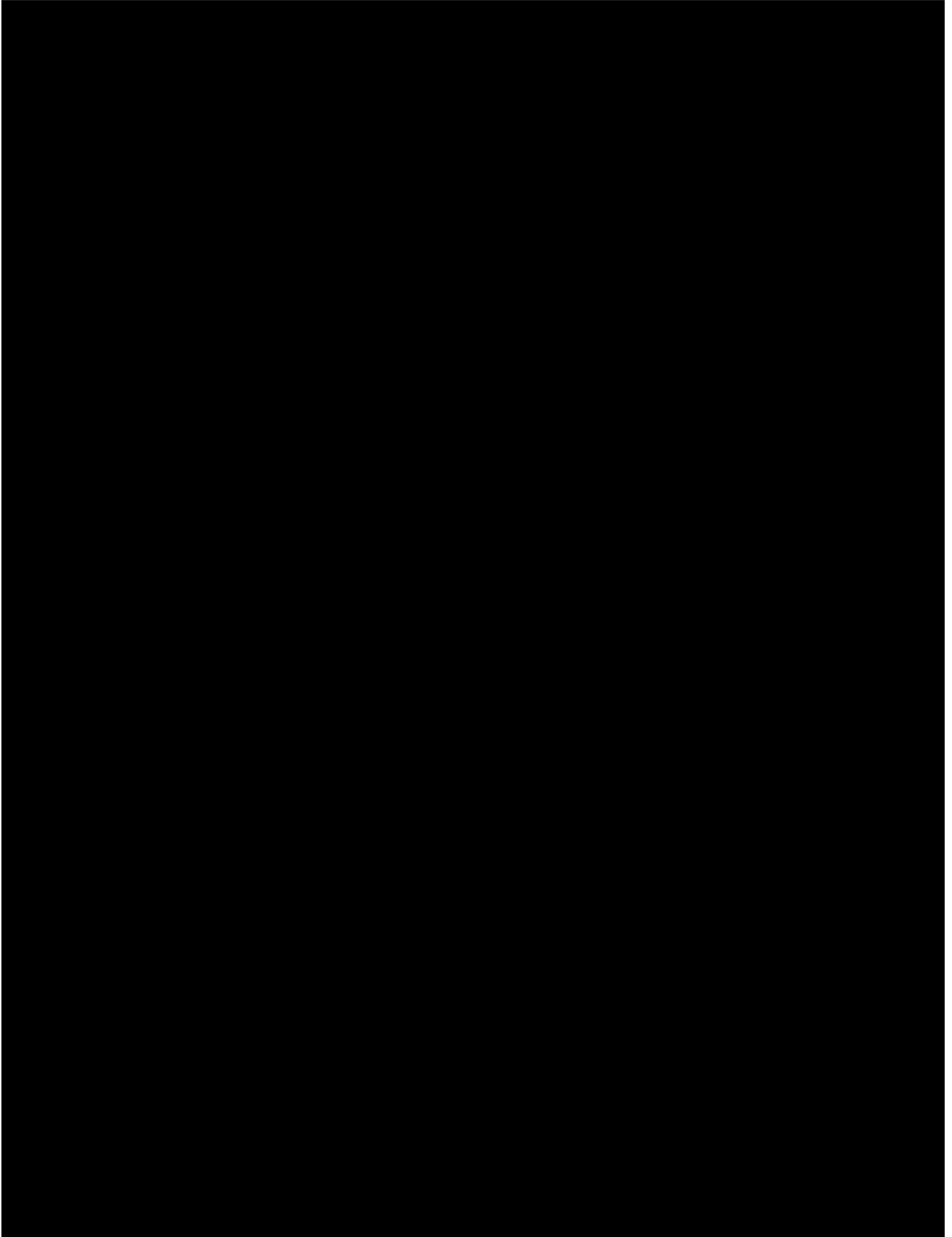
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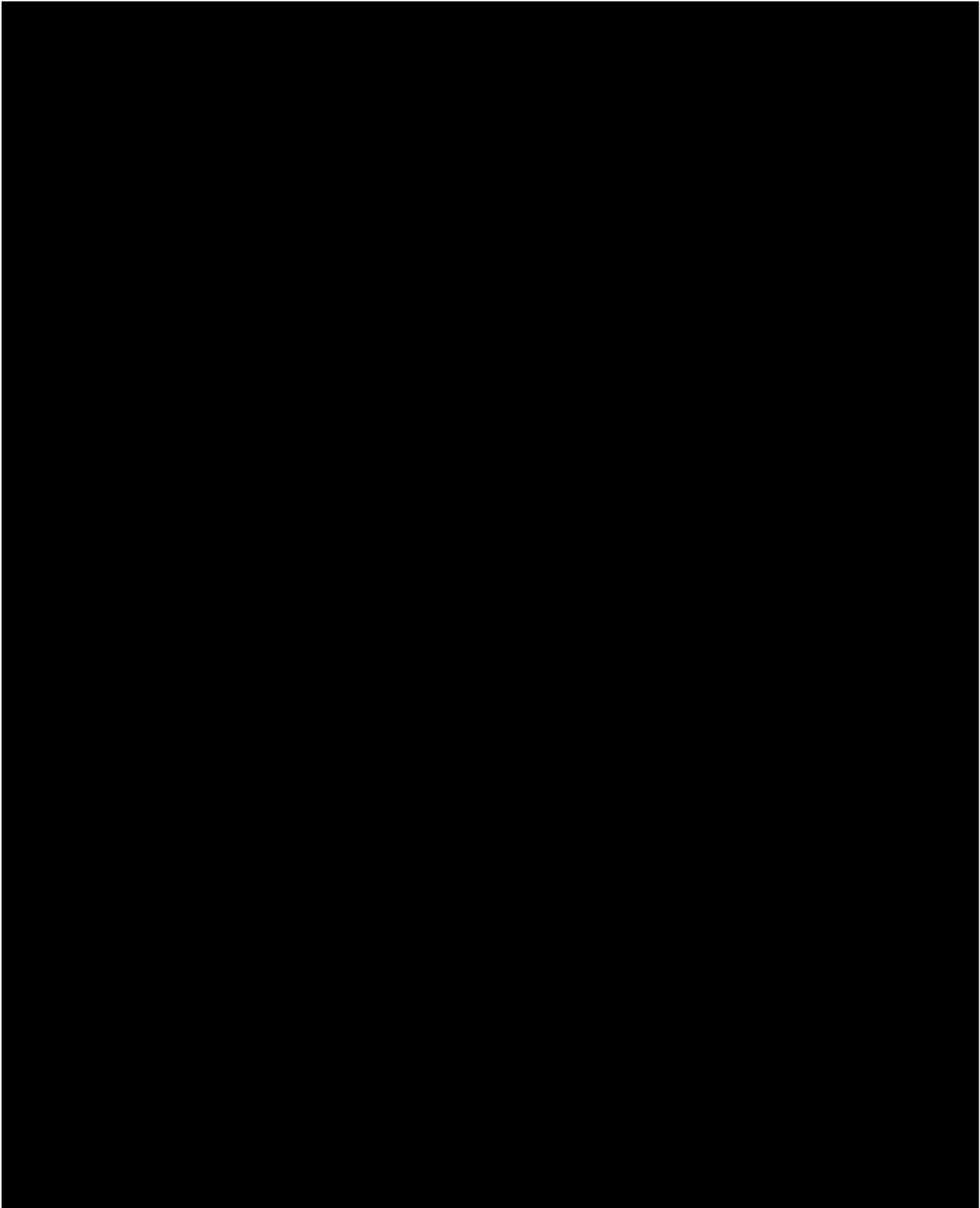
Appendix C - Project References



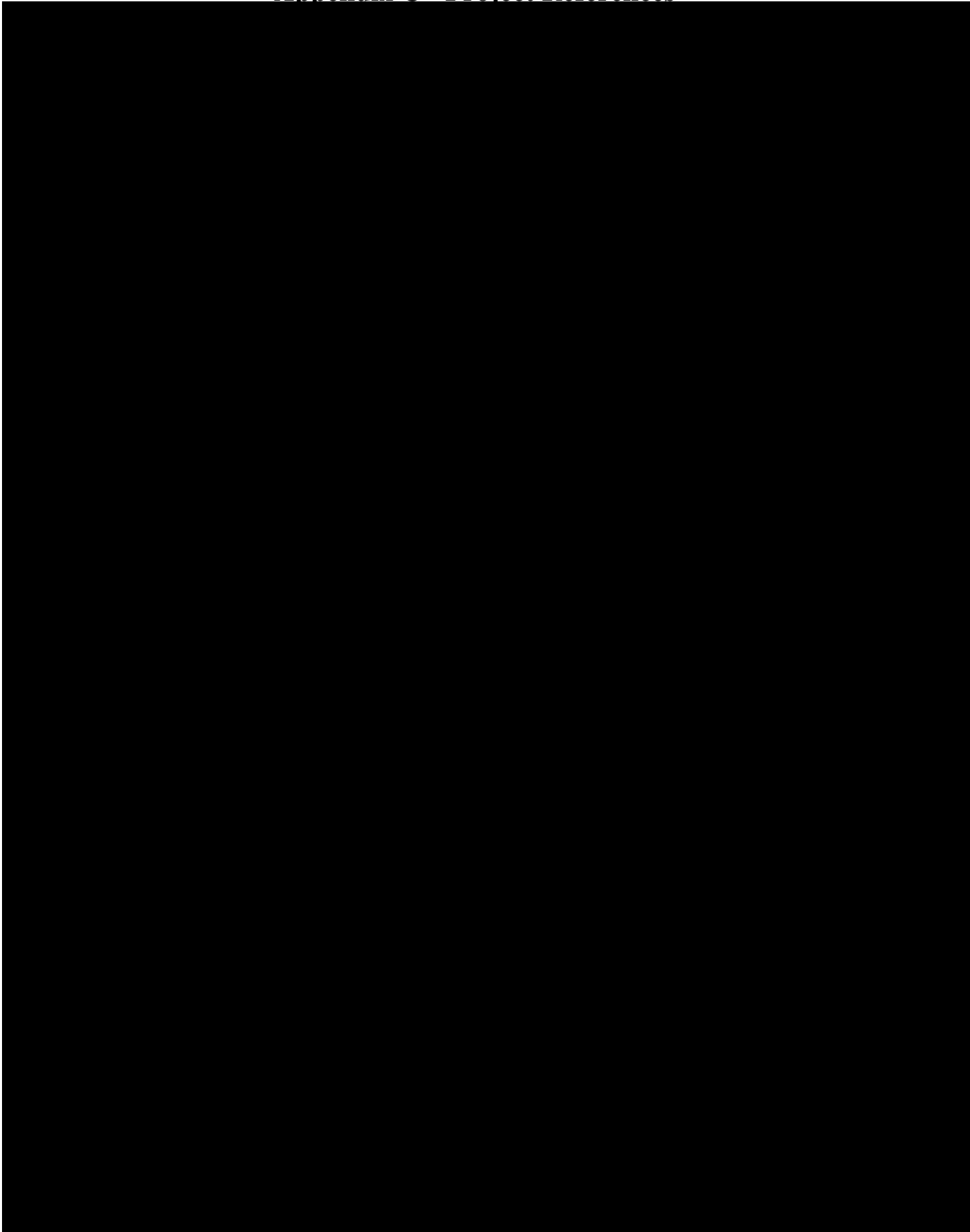
Appendix C - Project References



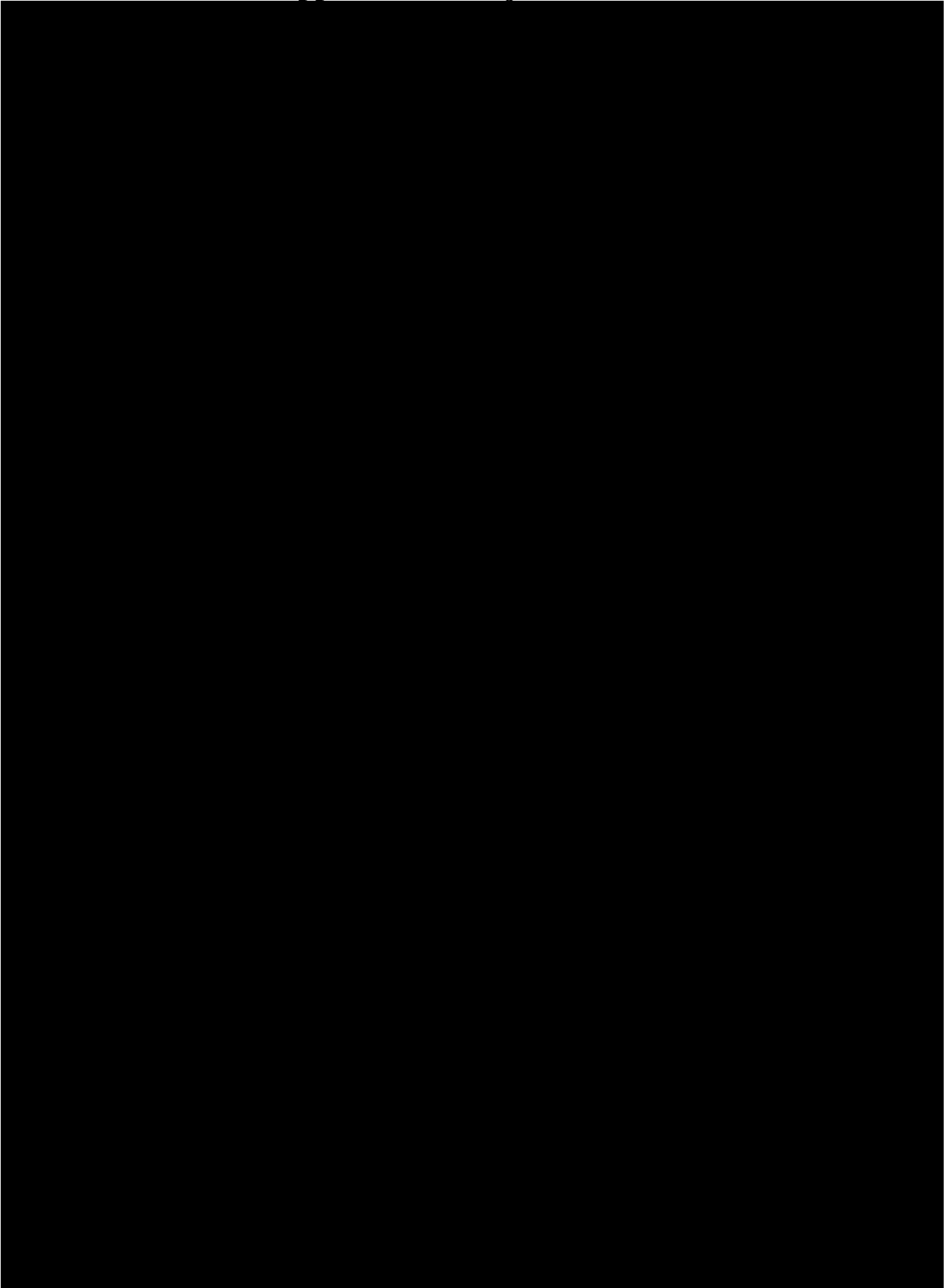
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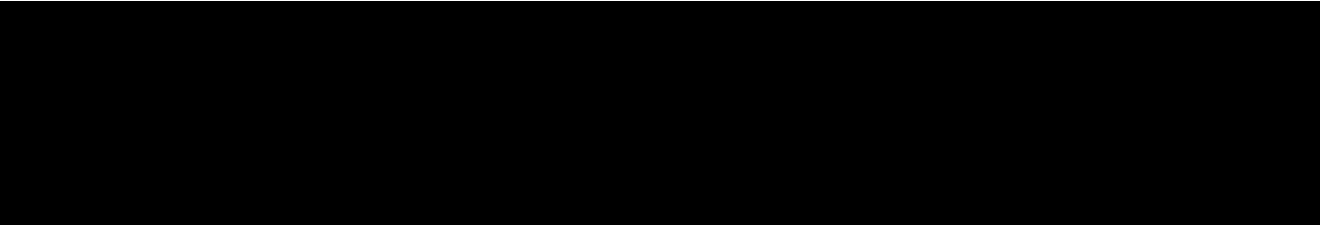
Appendix C - Project References



Appendix C - Project References



Appendix C - Project References





OST
CONVERGING MISSION,
INNOVATION, AND TECHNOLOGY

Commonwealth of Pennsylvania

IT Staff Augmentation | RFP # 6100048933

Staff Aug Demo

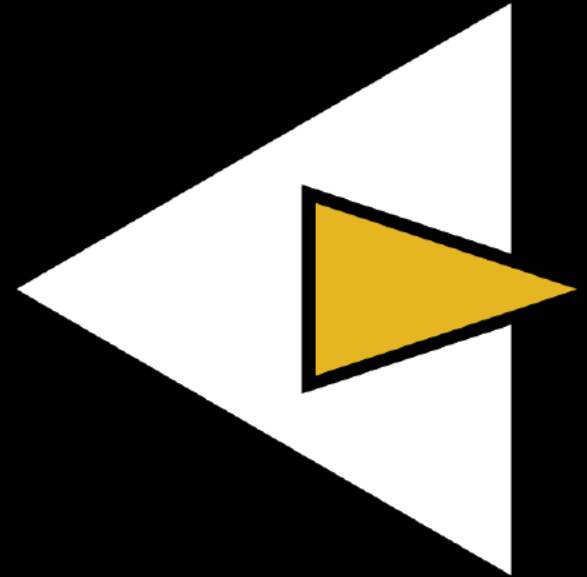
April 21, 2021



Agenda



- Participants
- About OST, Inc.
- Key Personnel (Introductions and Interactions)
- High-Level Review of our Approach
- Use Case for Supporting a Large Customer
- Managing Subcontractors
- VMS Accessibility
- Report Illustration
- Ease of Use for Common Tasks
- Open Discussion



Who We Are



Who We Serve

- ◀ 100% public sector (state, local, federal) since 1999
- ◀ Pennsylvania IT Staffing MSP since 2015
- ◀ COSTARS members (e.g., Pittsburgh, Dauphin County, University of Pittsburgh, PA State System of Higher Ed)

Certifications & Appraisals

- ◀ ISO 9001:2015 (Quality Management)
- ◀ ISO 10002 (Customer Satisfaction)
- ◀ ISO 20000 (IT Service Management)
- ◀ CMMI Level 3

Security & Trust

- ◀ Highest ranked Statewide MSP by D&B
- ◀ ISO 27001 (Information Security)
- ◀ Top Secret facility clearance

Key Highlights

- ◀ Local offices in Mechanicsburg and Pittsburgh
- ◀ Presenter and sponsor of PA TechCon and the PA Procurement Expo

Center of Engineering & Innovation

- ◀ Cyber and SMART infrastructure solutions
- ◀ RPA, AI, ML, and Block Chain
- ◀ Engineering complex solutions
- ◀ Continuous transformation and innovation

Service Areas



Managed Services & Staffing

We use advanced methods such as predictive analytics to identify risk and improve forecasting confidence for better and more consistent delivery



Information Technology, C4ISR, Cyber

We offer innovative, well-documented, and effective approaches to help agencies reinvent how they deliver on their missions, improve customer service, maximize their ROI, and better plan for the future



Research and Development & Engineering

We invest in understanding, and then integrate the best systems and solutions to meet our customers' challenges.



Smart Initiatives

We connect people, processes, data, and the environment through the Internet of Things (IoT) to realize the Smart City vision.



Management Consulting & Strategic Innovation

We bring fresh, data-driven insights and apply a wide portfolio of tools to design programs and keep them on a ROI-positive trajectory.



Logistics

We provide cradle-to-grave solutions by forecasting future needs and enhancing the ability of our customers to meet performance requirements.



AI/Machine Learning



Data Fusion, Correlation & Visualization



Anomaly Detection



Cyber Security



Asset/Resource Management

VMS Accessibility



- ▶ OST provides VectorVMS, a Section 508-compliant, mobile-friendly, web-based application with mobile app
 - All major browsers supported (Edge, Chrome, Firefox, Internet Explorer)
 - Mobile application is free to download (iOS and Android)
 - Operates with assistive technologies
- ▶ PA ITSA portal (<http://paitsa.ostglobal.com>) provides a link to VectorVMS and public information on the program
- ▶ Data is secured in a single database instance specific to the PA ITSA contract and with access controls



Report Illustration

- Includes 120+ standard out-of-the-box reports
- Hiring managers and Commonwealth End Users can run their own reports





Q&A



5000 Ritter Road
Suite 105
Mechanicsburg, PA 17055



Brian Cole
bcole@ostglobal.com



202-271-4952



SR12966-EN-Staff Aug RFP

Request for Additional Information 071621

1. **Appendix G** appears to have been completed by VectorVMS and not the Prime (MSP). As a result, the responses to the CSR questions are somewhat unclear. The CSRC team recommends that the Prime (MSP) either modify Appendix G to replace/fix pronouns used in their responses or provide definitions.

For example, in response to **CSR REQ #4**, VectorVMS is responding to a question in reference to client data.

Data retention management is the responsibility of the client organization. VectorVMS backs up data for disaster recovery purposes but does not provide archiving services. Clients who wish to archive data handle it themselves by extracting/deleting their data via the application any time they wish. VectorVMS offers optional Professional Services to process bulk data extracts and/or deletions.

- a) **Who is the client organization (MSP, MSP and its subcontractors, or Commonwealth) responsible for archiving/deleting data?-**
Response: OST is the client organization and, as the MSP, is fully responsible for archiving and deleting data.
- b) **If Subcontractors are responsible for archiving/deleting any data, we presume the contracts between the prime (OST) and their subcontractors have the same data retention/destruction provisions. Please confirm.**
Response: We confirm this. The contracts between OST and our subcontractors have the same data retention/destruction provisions as we have with the Commonwealth of Pennsylvania.
- c) **VectorVMS offers Professional Service to process bulk data extracts and/or deletions. Is this in scope for this cloud use case – by the MSP and/or Commonwealth?-**
Response: Yes, this is in scope for this cloud use case for OST as the MSP. OST is responsible for provisioning any required bulk data extract and/or deletion from VectorVMS.

Clients retain full ownership of their data and can extract their data from the system at any time. Upon contract expiration or termination, client data is securely erased on the SAN using the storage appliance's sanitization protocol. Database scripts are utilized to delete client data elements within the system. Retired or replaced media is sanitized to NIST 800-53 specifications before it is discarded or reallocated. In select cases, magnetic media is destroyed through services by certified media destruction vendors, and a certificate of destruction is required upon completion.

- a) **Again, it is unclear as to who client is referred to as well as who (MSP, Subcontractors, Commonwealth) owns what data (timesheets, invoices, etc.). A clarification of data fields/elements and who owns/has responsibility would be helpful.**

Response: OST, as the MSP, is the client. OST is responsible for all data associated with the program (e.g., requisitions, candidates, engagements, timesheets, evaluations) and stored within the VectorVMS.

2. In reference to **CSR REQ #1** regarding Solution Component(s), Solution Environment(s), and Solution Operator(s).

a) Do the following represent the current VectorVMS Solution in use today under the existing OST contract or are any of these considered “new”? If any are “new”, please clarify which and impact, if any, to transition from current solution to new.

- Cyxtera – Colocation datacenter provider (Primary – Lithia Springs, GA; DR – Waltham, MA)
- Lumen Technologies (formerly CenturyLink) - Managed firewalls and IDS services.
- Iron Mountain – Secure, off-site encrypted tape storage (Boston, MA)
- AWS - Cloud datacenter provider hosts iPaaS/SSO solution (West Region, OR, USA)

Response: This is the current solution in use under the Pennsylvania IT Staffing MSP contract with OST today. None of these elements are considered new.

3. In reference to **CSR REQ #8** regarding Support it states “Live phone support by VectorVMS team members is available Monday through Friday, 8am - 6pm (GMT); 8am - 8pm (ET).”

a) Hours appear to be invalid – please confirm.

Response: The OST account management team is the first point of contact for any support needed during standard Commonwealth operating hours, and the Project Manager and Account Managers [REDACTED]. The live phone support provided by VectorVMS to OST as the MSP is available from 8 AM to 8 PM Eastern Time. The GMT is not relevant to the Commonwealth of Pennsylvania. In addition, the live phone support hours referenced are specific to the VectorVMS product.

a) Response did not indicate if VectorVMS team members consist of US based support resources only. – please confirm.

Response: All VectorVMS team members supporting OST as the MSP are based in the United States.

4. In reference to **CSR REQ #9** regarding regulatory compliance it states “PHI, PCI and PFI data types are prohibited.” and “Clients control the data that VectorVMS processes. The data dictionary is client defined.”

a) Please confirm the data dictionary does not contain PHI, PCI, or PFI data types.

Response: Confirmed; the data dictionary does not contain PHI, PCI, or PFI data types.

5. In reference to **CSR REQ #10** regarding data outside of CONUS it states “As part of our operations, we do not transfer data across borders. Contractual safeguards require written authorization before service implementations or copies of client data may be transferred to a location not listed in the initial service agreement. All data is processed in accordance with written direction from client organizations via contract or service request. However, as the service is a web-based SaaS application, endusers who are granted permissions to access and export data from the application may do so from any geographical location with web access. User administration, including the granting of permissions is managed by the client.”

a) Uncertain as to whether this response is referring to contractual safeguards between OST and VectorVMS or OST and the Commonwealth. If Commonwealth, please clarify

what is meant by written authorization, who can authorize, who are the “endusers” mentioned in this response (MSP and subcontractors only, or MSP, Subcontractors, and the Commonwealth)? -

Response: Data will only be housed within the CONUS. The contractual safeguards referenced are between OST and VectorVMS, not the Commonwealth.

6. In reference to **CSR REQ #12** regarding SOC Reports.

a) RFP committee shall share the SOC Reports (VectorVMS, Cyxtera, and AWS) with Andy Ritter, EISO Risk Manager for cursory review to determine if acceptable. Alternatively, you can reply all with the attachments and we can have Andy review.

Response: Two SOC reports are provided as separate documents with this response.

7. In reference to **CSR REQ #13** System Monitoring and Audit Logging.

a) Has the RFP committee determined if VMS is in compliance with Commonwealth ITP-BUS011 requirements outlined in Section 4.2?

Response: N/A for OST response.

b) Has the RFP committee determined if Data Retention requirements are being met (minimum 90 days only; archive one-year)?

Response: N/A for OST response.

c) Based on the statement below, it is unclear who will have access to VMS application logs (user activity logs) – MSP, authorized Commonwealth employees, etc. Please clarify.

Response: OST, as the MSP, is the Client of VectorVMS. OST Account Management team members have access to the application logs. The Commonwealth can request a copy of logs from the OST Project Manager.

VMS application logs containing user activity logs are stored indefinitely within the Client's database schema. Clients manage application log retention periods for their implementation. Client access to user audit logs is provided through the application's web interface via the Administrator Menu. The solution's Audit log captures user actions within each client's implementation. Audit logs include username, IP address, time/date stamp, and change made and can be viewed within the solution by client administrators and exported to reports. As part of standard user management, user log reviews are performed by the client site Admin. VectorVMS does not monitor client user activities.

8. In reference to **CSR REQ #15**.

a) The response states “The company has started to roll-out Carbon Black endpoint protection solution to its employee workstations. Due to COVID-19 remote operations, that roll-out has been temporarily halted. Assume VectorVMS is the company. Has this roll-out restarted? When do they anticipate completion?”

Response: Yes the rollout was restarted and completed.

b) The response states “Logs generated by internal system monitors such as Nagios, Truesight, etc. are for internal use only, but may be shared with clients for forensic data analysis purposes in the event of a security incident investigation.” Is “client” in reference to MSP, Commonwealth, or both?

Response: OST, as the MSP, is the client.

9. In reference to **CSR REQ #17** Identity and Access Management, response indicates SAML 2.0 for SSO is supported. Per Commonwealth policy, Commonwealth provided authentication method(s) shall be used for all Users associated with the Cloud Computing Service and not the AWS iPaaS/SSO solution.

a) Commonwealth Employees and Staff Aug Resources employed under the subcontractors to the prime (OST) shall use pa.gov credentials (as is today). [Please confirm.](#)

Response: Yes, Commonwealth Employees and Staff Aug Resources employed under OST subcontractors will use pa.gov credentials.

b) The prime (OST) and its subcontractors (690) shall utilize Keystone Login and/or be onboarded to pa.gov (**not as is today but required per policy**). [Please verify if vendor will comply with policy and/or if policy waiver will be submitted. If prime \(OST\) and subcontractors intend to utilize corporate AAD with SAML 2.0. Details of vendors authentication method shall be included in Waiver.](#)

Response: OST and subcontractors would not utilize a pa.gov account because those individuals work outside of the pa.gov domain with no need to know or access pa.gov data or applications. OST and subcontractors will access VMS as is currently being done today with a unique user id, password, and organizational id combination and role-based access. Staff Aug Resources engaged under the program will be onboarded to pa.gov. OST will submit a waiver, as required.

Appendix G

Cloud Services Requirements

Offeror/Contractors proposing solutions that include cloud services must respond to the questions included in this document. The purpose of this document is to gain the necessary information from the Offeror/Contractor to fully understand and evaluate the cloud service being proposed.

Offeror/Contractor shall describe if any part of the proposed cloud service is provided by another third party or subcontractor. The ability of each subcontractor to meet these Cloud Services Requirements must be incorporated into this document. Offeror/Contractor may add a separate attachment or denote responses as "Offeror/Contractor" or "Name of Subcontractor".

If using links in Offeror/Contractor Response column, please provide specific reference point that addresses the question.

REQ #	Category	Question	Offeror/Contractor Response
			<p>Note: This response is only descriptive of the Offeror/Contractor's security provisions, and does not create any contractual obligation upon Offeror/Contractor should its bid be successful. In the event that this bid is successful, Bidder and client shall mutually agree on security terms in the contract, and those terms (including any laws applicable to Bidder's provision of services) will solely govern Bidder's security obligations.</p>
1	General	<p>Offeror/Contractor shall provide an overview of the proposed cloud service.</p> <p>Please list the solution components, hosting environments, as well as the service organization and subservice organizations operating all aspects that</p>	<p>Solution: VMS is a cloud-based, SaaS solution for managing contract and contingent labor and a vendor-based workforce.</p> <p>Environment: The VMS SaaS solution offerings are provided from secure, Tier 3 Cyxtera co-location datacenter facilities. AWS hosts our iPaaS authentication service.</p>

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		<p>are a part of the overall proposed solution.</p> <ul style="list-style-type: none"> • Solution Component(s) – SKU/Product Titles and/or Resources utilized by solution provider • Solution Environment(s) – Which public cloud provider, which private cloud stack, and/or who’s datacenter for traditional hosting of components. • Solution Operator(s) – Organizational name of the Service Organization and any Subservice Organizations actively supporting the proposed solution. 	<p>Operator: VectorVMS, a division of Learning Technologies, Inc</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
2	General	<p>Offeror/Contractor shall describe if the proposed cloud service is a dedicated single tenant or shared (multi-tenant) cloud solution.</p> <p>If multi-tenant, Offeror/Contractor shall describe the security controls to isolate the tenants.</p>	<p>Multi-tenant</p> <p>Client data in VMS is logically separated, and each client has its own unique database schema within a shared database and on a shared server platform.</p>
3	General	<p>Offeror/Contractor shall describe Service Level Agreements (SLAs) included with the proposed Cloud Service that identify both the services required and the expected level of</p>	<p>Please see Exhibit A</p> <p>Support and Service Level Schedule VectorVMS Subscription Services below for VectorVMS Service Level Schedule SLA.</p>

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		<p>service including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Availability • Performance • Disaster Recovery expectations (RTO/RPO) • Pandemic Recovery expectations • Location of the data Primary/Secondary (if applicable?) • Access to the data • Portability of the data (ability to move data to a different hosting provider) • Metrics used to measure the service, e.g. service level objectives 	
4	General	<p>Offeror/Contractor shall describe controls for record retention and data destruction of data past retention period in accordance with ITP-SEC019 Policy and Procedures for Protecting Commonwealth Data and ITP-SEC015 Data Cleansing Policy.</p> <p>Offeror/Contractor shall describe how they will confirm that the data has been destroyed. Commonwealth preference is certified letter(s) of confirmation at end of contract and quarterly for aged data.</p>	<p>Data retention management is the responsibility of the client organization. VectorVMS backs up data for disaster recovery purposes [REDACTED]</p> <p>[REDACTED] VectorVMS offers optional Professional Services to process bulk data extracts and/or deletions.</p> <p>Clients retain full ownership of their data and can extract their data from the system at any time. Upon contract expiration or termination, client data is securely erased on the SAN using the storage appliance's sanitization protocol. Database scripts are utilized to delete client data elements within the system. Retired or replaced media is sanitized to NIST 800-53 specifications before it is discarded or reallocated. In select cases, magnetic media is destroyed through services by certified media</p>

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			destruction vendors, and a certificate of destruction is required upon completion.
5	General	<p>Offeror/Contractor shall, upon contract expiration or at any other time at the written request of the Commonwealth, return to the Commonwealth all of its data (and all copies of this information) in a format agreed to by the Commonwealth.</p> <p>Offeror/Contractor shall provide method of export of Commonwealth data during the contract term.</p>	<p>Clients retain full ownership of their data and can extract their data from the system at any time. Upon contract expiration or termination, VectorVMS offers clients optional professional services to provide them with a copy of their data in an agreed-upon format.</p>
6	General	<p>Offeror/Contractor shall provide current FedRamp Status (ready, in process, authorized, not yet applied) and level (Low, Moderate, or High).</p> <p>If FedRamp status is "authorized," Offeror/Contractor shall provide details for the following:</p> <ul style="list-style-type: none"> ● Service Model ● Deployment Model ● Impact Level ● Independent Assessor ● Authorization Date ● Service Description ● Agencies using this service 	<p>VectorVMS is not FEDRAMP certified, [REDACTED]</p>

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7	General	<p>Offeror/Contractor shall indicate if the following NIST guidelines are adhered to:</p> <ul style="list-style-type: none"> ● NIST SP 800-53 Assessing Security and Privacy Controls in FIS organizations ● NIST SP 800-63 Digital Identity Guidelines ● NIST SP 800-92 Guide to Computer Security Log Management ● NIST SP 800-144 Guideline on Security and Privacy in Public Cloud Computing ● NIST SP 800-145 NIST Definition of Cloud Computing and Deployment Models ● NIST SP 800-146 NIST Cloud Computing Synopsis and Recommendations <p>Please also indicate if other NIST guidelines apply to the proposed cloud service.</p>	<p>The company's Information Security Management System (ISMS), comprised of its security infrastructure, policies, and procedures, is derived from industry data security and privacy best practices such as OWASP, ISO-27001, NIST, and SANS guidelines [REDACTED]</p>
8	General	<p>Offeror/Contractor shall describe their support model including after-hours support.</p> <p>Offeror/Contractor shall indicate if any support mechanism or staff are</p>	<p>Your MSP will be responsible for providing support to your end users and will act as your single point of contact for your day-to-day inquiries regarding program operations. Your MSP will have access to the VectorVMS support team for technical questions/second level support through our ZenDesk Portal. Live</p>

Appendix G

		geographically located in any location that is not subject to the laws and jurisdiction of the United States.	<p>phone support by VectorVMS team members is available Monday through Friday, 8am - 6pm (GMT); 8am - 8pm (ET).</p> <p>All issues are logged into a central support database, allowing VectorVMS to track the issues by client and identify commonalities throughout our customer base. As issues are reported, they are flagged as Severity 1,2,3 or 4; issues are escalated quickly if they are critical to a client's business and require immediate attention. Pager support is provided 24/7 for Severity 1 issues.</p> <p>VectorVMS Zendesk Portal gives clients 24/7 access to the VectorVMS Product Knowledgebase to submit and track Help Desk tickets; report on open or historical support tickets; access the latest documentation and training; learn about new VectorVMS products and services; and more.</p>
9	Regulatory Compliance Verification	<p>Offeror/Contractor shall indicate if the proposed cloud service is subject to any of the following laws:</p> <ul style="list-style-type: none"> ● CJIS and CHRIA for criminal history data ● HIPAA for health-related data ● IRS Pub 1075 and SSA for federal protected data ● PCI-DSS for financial data <p>Offeror/Contractor shall provide certifications or letters of attestation for any deemed applicable to the proposed cloud service.</p>	<p>PHI, PCI and PFI data types are prohibited.</p> <p>Clients control the data that VectorVMS processes. The data dictionary is client defined.</p> <p>It is the responsibility of our clients to ensure they are in compliance with laws and regulatory requirements that may be applicable to their organization. Data management is the responsibility of our clients. As the "Data Processor," VectorVMS ensures data is processed in accordance with direction from the client as "Data Controller."</p>
10	Data Storage Provisioning	Offeror/Contractor shall ensure that under no circumstances will Commonwealth data be directly or	For US datacenter implementations, data is stored only in the US. As part of our operations, we do not transfer data across borders. Contractual safeguards require written authorization

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	<p>(ITP-BUS011 CSR-L3)</p>	<p>indirectly transmitted or downloaded to, stored in, or accessible from any location that is not subject to the laws and jurisdiction of the United States.</p>	<p>before service implementations or copies of client data may be transferred to a location not listed in the initial service agreement. All data is processed in accordance with written direction from client organizations via contract or service request.</p> <p>However, as the service is a web-based SaaS application, [REDACTED]</p> <p>[REDACTED] User administration, including the granting of permissions is managed by the client.</p>
<p>11</p>	<p>Data Hosting (ITP-BUS011 CSR-L4)</p>	<p>Offeror/Contractor shall confirm that Commonwealth data can only be transmitted or downloaded to, stored in, or accessible from any location that is subject to the laws and jurisdiction of the United States.</p> <p>Offeror/Contractor shall completely test and apply patches for all third-party software products before release.</p> <ul style="list-style-type: none"> • Offeror/Contractor shall describe which data centers are intended for use with the proposed cloud service. • Offeror/Contractor shall provide a description of the physical security measures in place within the proposed data centers. Describe both the physical data center access as 	<p>For US datacenter implementations, data is stored only in the US. As part of our operations, we do not transfer data across borders.</p> <p>However, as the service is a web-based SaaS application, [REDACTED]</p> <p>[REDACTED] User administration, including the granting of permissions is managed by the client.</p> <p>Client's deployment will be in our US Data Centers only.</p> <p>Physical Security: The datacenter is secured through multiple layers of physical and electronic security controls and designated security personnel and is ISO-27001 certified and SSAE-18 SOC 1 audited. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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		<p>well as server room and physical host access.</p> <ul style="list-style-type: none">• Offeror/Contractor shall provide a description of how often the infrastructure, hardware, and software are upgraded, hardened and patched and what notifications are provided to the customer.	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Patching, Maintenance, Updates: VectorVMS has a documented security patching policy and follows a monthly maintenance schedule for system patches, firmware updates, reconfigurations, etc. Deployment of security patches is subject to the company's change control policies which require pre-deployment testing of all security patches for servers and most security patches for workstations. Patches that remediate active malware are evaluated for applicability and, if approved, are released in an "Emergency Maintenance Window", then subjected to QA post-deployment. We use centralized patch management solutions to register and enforce deployment of authorized patches. Our patch management and vulnerability assessment systems assign risk ratings to vulnerabilities which we use to determine priority/severity.</p> <p>VectorVMS follows a bi-weekly (i.e. every 2 weeks) release methodology for our VMS, which allows us to be agile in meeting our clients' needs and to rapidly deliver innovation. Prior to any major release, we schedule an online session to guide customers through software changes. Before going into production, added feature functionality is available on customers' test systems. Your account manager will work with you to test any added functionality and determine if it should be activated for you. The cost of releases is included in the annual subscription fee. New feature sets are deployed in the "Disabled" mode, enabling clients to control and manage change within their implementations.</p>
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			<p>For any unplanned outage that continues for more than 30 minutes, VectorVMS provides email notification to system administrators of record. When appropriate, we also notify users of unplanned outages via a splash screen and our online Customer Community Portal.</p>
12	<p>SOC Reporting (ITP-BUS011 CSR-L5)</p>	<p>Offeror/Contractor shall provide relevant SOC reports, which have been performed by an independent CPA-certified auditor, for the proposed cloud service. Reports should be submitted to the Contract Manager. Link to OPD BUS011B SOC Reporting Procedures</p> <p>SOC 3 Report is required for the procurement of cloud services and Offeror/Contractors shall provide a SOC 3 report as part of the response to the solicitation.</p> <p>SOC 1 TYPE II Report is required under the following conditions:</p>	<p>See attached below:</p> <p>VectorVMS SOC 1 and SOC 2 reports Cyxtera SOC reports AWS SOC 3 report</p>

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		<ul style="list-style-type: none"> • The service organization is hosting financial information that could affect or have a material impact on a Commonwealth agency's financial statements and/or reporting. • Compliance mandate for federal or state audit requirements and/or policy. • A third-party provides financial service(s) (such as, but not limited to, payroll processing, accounts receivable, payable, or collection service). <p>SOC 2 TYPE II Report is required under the following conditions:</p> <ul style="list-style-type: none"> • The service organization is hosting, handling, or processing confidential or sensitive data/information (as defined in ITP-SEC019 Policy and Procedures for Protecting Commonwealth Electronic Data). • Compliance mandated with federal or state audit requirements and/or policy. 	
13	System Monitoring Audit Logging	<p>Commonwealth policy requirements:</p> <ul style="list-style-type: none"> • Audit logging must be enabled and accessible to the Commonwealth (Information Security Office or designee) 	<p>VectorVMS has a documented Audit and Monitoring Policy that mandates logging and automated monitoring of activities that occur on our networks and systems. For production networks and systems, our monitoring and logging policy provides that security-related events are logged and kept [REDACTED]. Logs generated by internal system monitors such as [REDACTED].</p>

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<p>(ITP-BUS011 CSR-S1)</p>	<ul style="list-style-type: none"> • Verbose logging is required • Vendor must have ability to correlate events, create security alerts, and based on severity of event (critical, severe, high-level) send incident notifications to Commonwealth Information Security Officers (ISOs). • Maintain reports online for a minimum of 90 days and archive for a minimum of 1 year. If the Commonwealth requires longer retention periods, the longer retention requirement takes precedence and should be documented in the SOW. <p>a) Offeror/Contractor shall review and evaluate the system monitoring and audit logging requirements listed in ITP-BUS011 Section 4.2 and describe which apply and how they are being addressed as part of the proposed cloud service. Offeror/Contractor shall also indicate if any additional monitoring and logging is included.</p> <p>b) Offeror/Contractor shall describe which system monitoring and audit logs are available to the customer and indicate how they are made</p>	<p>[REDACTED] may be shared with clients for forensic data analysis purposes in the event of a security incident investigation.</p> <p>VMS application logs containing user activity logs are stored indefinitely within the Client's database schema. Clients manage application log retention periods for their implementation.</p> <p>Client access to user audit logs is provided through the application's web interface via the Administrator Menu. The solution's Audit log captures user actions within each client's implementation. Audit logs include username, IP address, time/date stamp, and change made and can be viewed within the solution by client administrators and exported to reports. As part of standard user management, user log reviews are performed by the client site Admin. [REDACTED]</p> <p>For the iPaaS authentication environment, application logs are stored indefinitely within the iPaaS database. Logs include logins, logouts, username, IP address, time/date stamp.</p> <p>a) VMS team requests client's review of logging information provided above. Please alert us of any specific follow-on questions.</p> <p>b) Application audit logs (VMS and iPaaS) are available to clients via the Admin consoles. [REDACTED]</p> <p>c) Sample log attached</p> <p>d) VMS has a system admin portal for designated Admin users. Application logs are available to clients through the SaaS portal. Logs are read-only and can be viewed on screen or exported to csv by administrators.</p>
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		<p>available to the Commonwealth Information Security Officers (ISOs). Please indicate if authorized direct access, available only upon request, or other.</p> <p>c) Offeror/Contractor shall provide an example of the logs to show what level of detail is available.</p> <p>d) Offeror/Contractor shall describe if any dashboards and/or analytics are in place for Commonwealth ISO use.</p> <p>e) Offeror/Contractor shall provide examples of monthly reporting.</p> <p>f) Offeror/Contractor shall provide examples of annual reporting.</p> <p>g) Offeror/Contractor shall define their continuous monitoring strategy, including measures, metrics and control assessments including frequencies.</p> <p>h) Offeror/Contractor shall provide examples of log review, contingency plan testing, incident response plan testing and vulnerability scans</p>	<p>e) Clients generate their own monthly reports. See attached example</p> <p>f) See attached performance and availability report.</p> <p>g) We use multiple systems and network monitoring tools and services to provide constant status monitoring and alerting of our environments. We maintain an on-call rotation among our systems and operations engineers who have responsibility over infrastructure and applications respectively. The on-call engineer receives notifications from our monitoring systems and will act upon any Severity 1 or Severity 2 outage immediately.</p> <p>[REDACTED]</p> <p>h) Log review frequency varies by system and entity responsible for reviewing / monitoring logs:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>As part of standard user management, client's Admin User reviews user logs as needed.</p> <p>Formal BC and DR plans are in place and tested [REDACTED]</p>
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	<p>i) Offeror/Contractor shall describe responses to assessment findings, threshold alerts, decisions to either mitigate, transfer or accept risks related to identified vulnerabilities</p> <p>j) Offeror/Contractor shall describe method of access for all of the above.</p>	<p>Formal Security Incident Handling Procedure is a document guideline that governs the internal CSIRT team as it works to identify, assess, respond, and recover from an issue. Incident response plan is [REDACTED]</p> <p>Vulnerability scanning of applications is part of Software Development Life Cycle (SDLC). Application level scans are performed in cadence with code changes. For hosted environments, Security Team performs [REDACTED] vulnerability scanning against external facing infrastructure. Internal vulnerability scans are performed as needed during new system stand-up or material network changes. Certified third-party providers perform [REDACTED] vulnerability assessments and penetration testing.</p> <p>i) VectorVMS has vulnerability management processes in place which require denoted threats to be recorded, investigated and resolved. Remediation tasks and scheduling is based on severity and risk probability, with the goal to implement remediation or compensating controls to remove risk as soon as possible.</p> <p>j) Clients can review penetration test results summaries upon request. Risk reports and vulnerability scanning reports are not disseminated externally. Logs generated by internal system monitors [REDACTED] for forensic data analysis purposes in the event of a security incident investigation.</p> <p>Application logs containing user activity logs are viewable by the client's Admin Users within the Admin portal. Logs are stored indefinitely within the Client's database schema.</p>
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<p>14</p>	<p>Data Segmentation Boundary Protection (ITP-BUS011 CSR-S2)</p>	<p>Offeror/Contractor shall provide a network/architecture diagram showing what security and technical controls are performing the network segmentation within the cloud service offering and including any connectivity to the Commonwealth’s network (e.g. border gateway, perimeter and/or network firewall, web application firewall, VPN tunnels, security zone access, as applicable)</p> <p>Offeror/Contractor shall describe how data segregation (physically or logically) of Commonwealth data from non-Commonwealth data is guaranteed.</p> <p>Offeror/Contractor shall maintain the diagram throughout the contract term and provide updates if changes occur.</p>	<p>See attached high-level Architecture diagram.</p> <p>Client data in VMS is logically separated, and each client has its own unique database schema within a shared database and on a shared server platform.</p> <p>VectorVMS maintains up to date network diagrams to document changes to network fabrics and server configurations. Detailed diagrams are updated in an ongoing fashion as needed. [REDACTED]. We maintain a client-facing high level diagram that provides an overview of the hosting environment and application data flow. See attached High Level Architecture Diagram.</p>
<p>15</p>	<p>Endpoint Protection (ITP-BUS011 CSR-S3)</p>	<p>Offeror/Contractor shall provide and manage security controls. These are required to identify attacks, identify changes to files, protect against malware, protect user web services, Data Loss Prevention (DLP).</p> <p>Offeror/Contractor shall describe which of these security controls are included in the proposed cloud service and how these additional controls would generate a notification to the Commonwealth. Please indicate if any</p>	<p>Host intrusion detection / file monitoring: [REDACTED]</p> <p>Anti-virus: Laptops and workstation end points are protected against malicious code such as viruses, worms, and spyware [REDACTED]</p>

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		<p>are not used and also if any are used that are not listed below.</p> <ul style="list-style-type: none">○ File Monitoring controls○ Antivirus controls○ Cloud Aware IDS/IPS○ DLP controls○ Forensic controls○ Advanced Persistent Threat (APT) controls	<p>IDS/IPS: [REDACTED]</p> <p>DLP: DLP protections [REDACTED] are in place to safeguard against accidental and or unauthorized data exfiltration via web services and physical loss or extraction.</p> <p>Forensic controls: Audit and Monitoring Policy mandates logging and automated monitoring of activities that occur on our networks and systems. Logs generated [REDACTED] shared with clients for forensic data analysis purposes in the event of a security incident investigation.</p> <p>Application logs containing user activity logs are available to clients via the admin portal and are stored indefinitely within the Client's database schema. Clients manage application log retention periods and log reviews for their implementation.</p> <p>APT: [REDACTED]</p> <p>[REDACTED]</p>
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			<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
16	<p>Encryption (ITP-BUS011 CSR-S4)</p>	<p>Commonwealth policy requires the vendor to comply with SEC020, SEC031, and SEC019 encryption policies and minimum standards with the proposed cloud service. Encryption technical controls are required to protect data in transit and data at rest.</p> <p>Link to SEC020 Encryption Standards Data at Rest</p> <p>Link to SEC031 Encryption Standards Data in Transit</p> <p>Link to SEC019 Protection of Commonwealth Data</p> <p>Offeror/Contractor shall describe what encryption protocols are used to secure data in transit, file uploads or transfers.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data at rest. Describe how those encryption keys are managed.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data</p>	<p>VectorVMS has a formal Data Encryption Policy. Our standards are below. Please alert us to any follow-on questions related to your requirements.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Key management for our application offerings is provided by VectorVMS. [REDACTED]</p> <p>[REDACTED] Only authorized administrators have access. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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		<p>backup and recovery. Describe how those encryption keys are managed.</p> <p>If databases are used, describe what level of encryption is applied.</p>	
17	<p>Identity and Access Management (ITP-BUS011 CSR-S5)</p>	<p>Offeror/Contractor must provide technical controls for authenticating users, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet users, and internal users.</p> <p>Offeror/Contractor must describe reporting and audit mechanism for new staff, access changes, and deprovisioning of Offeror/Contractor staff.</p> <p>Offeror/Contractor must support use of Commonwealth Authentication services and Commonwealth Multi-Factor Authentication services.</p> <p>If cloud service is accessed by Commonwealth employees, Offeror/Contractor shall indicate if they can support Microsoft Azure Active Directory (AAD) or integration with ADFS.</p> <p>If cloud service is accessed by citizens or business partners, Offeror/Contractor shall indicate if they can support use of Keystone Login.</p>	<p>The solution's native login authenticates by unique username and password. [REDACTED]</p> <p>Clients manage their users and password and user security policies from within the Admin Portal of the service application.</p> <p>VectorVMS does not notify clients when non client-facing staff join or leave the company.</p> <p>VectorVMS has documented onboarding and termination procedures which are SOC audited. We ensure access for terminated employees is removed immediately after HR notification has been received by Operations. IT and Security teams receive advanced notification of HR terminations, resignations and transfers for timely system access removal, collection of ID badges, and collection of employee equipment such as laptops. This process is audited as part of the SOC 2.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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		<p>If Offeror/Contractor cannot support use of Commonwealth authentication methods, Offeror/Contractor shall describe the technical controls used for authenticating users, multifactor services, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet user, internal users, etc.</p>	
18	<p>Vulnerability Assessment (ITP-BUS011 CSR-S6)</p>	<p>Offeror/Contractor shall conduct third-party independent security/vulnerability assessments on a quarterly basis and submit the results of such assessment to the Commonwealth within three (3) business days.</p> <p>Offeror/Contractor shall describe its vulnerability assessment practices for the proposed cloud service and indicate how the following requirements will be addressed:</p> <ul style="list-style-type: none"> a) Offeror/Contractor shall ensure cloud hosted application(s) are securely coded, vetted, and scanned. b) Offeror/Contractor shall conduct quarterly vulnerability assessments, or sooner if due to compliance regulations or other requirements, or upon a major change to the solution. 	<p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> a) Vulnerability scanning of applications is part of Software Development Life Cycle (SDLC). Application level scans are performed in cadence with code changes. For hosted environments, Security Team performs [REDACTED] vulnerability scanning against external facing infrastructure. Internal vulnerability scans are performed as needed during new system stand-up or material network changes. Certified third-party providers perform [REDACTED] vulnerability assessments and penetration testing. b) Vulnerability scans are performed [REDACTED] c) [REDACTED] <p>[REDACTED]</p>

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		<p>c) Offeror/Contractor shall provide vulnerability assessment results to the Commonwealth on a quarterly basis during the term of the contract and upon Commonwealth request. <i>(Refer to ITP-SEC021 and ITP-SEC023 for guidance)</i></p> <p>d) Offeror/Contractor shall be able to identify and validate vulnerabilities required for remediation and provide a mitigation plan and timeline to the Commonwealth.</p> <p>e) Offeror/Contractor shall ensure patching is up to date.</p>	<div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div> <p>e) Installation of the latest versions of OS, application platforms and firmware is subject to compatibility requirements for running the VMS application software. Deployment of security patches is subject to the company's change control policies which require pre-deployment testing of all security patches for servers and most security patches for workstations. For production systems, our patch management schedule is monthly as all patches must complete full regression testing prior to being deployed. Patches that remediate active malware are evaluated for applicability and, if approved, are released in an "Emergency Maintenance Window", then subjected to QA post-deployment.</p>
19	<p>Data Protection Recovery (ITP-BUS011 CSR-S7)</p>	<p>Offeror/Contractor shall provide a business continuity plan that addresses the following (indicate N/A if not applicable to the proposed cloud service and/or if customer responsibility):</p> <ul style="list-style-type: none"> ○ Data / Database Recovery ○ Application Recovery ○ Operating System Recovery ○ Infrastructure Recovery <p>Offeror/Contractor shall describe its capability to do a complete restoration in the event of a disaster.</p>	<p>VectorVMS / LTG has a formal Disaster Recovery Plan [REDACTED] and Operations and Business Continuity Plan [REDACTED]</p> <p>VectorVMS maintains a disaster recovery plan for our SaaS environments, which includes backup and restoration procedures. DR exercises are conducted [REDACTED]. Unique scenarios are conducted that test our ability to transition operations and/or recover infrastructure components, automation systems and customer facing systems inclusive of customer data restoration.</p> <p>[REDACTED] Our DR testing simulates restoration of customer data loss and loss of datacenter or infrastructure.</p>

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		<p>Offeror/Contractor shall describe what tests are performed as part of its disaster recovery plan.</p> <p>Offeror/Contractor shall describe its capability to provide services during a pandemic event.</p>	<div style="background-color: black; width: 100%; height: 150px; margin-bottom: 10px;"></div> <p>Pandemic planning is part of the BCP. PeopleFluent initiated business continuity processes in response to the COVID-19 pandemic in March 2020 in accordance with its Business Continuity Plan. Business functions are operating at normal capacity. For information about our Business Continuity Efforts in Response to COVID-19 please visit: https://www.peoplefluent.com/coronavirus-response/</p>
20	<p>Compliance (ITP-BUS011 CSR-S8)</p>	<p>Offeror/Contractor shall describe its capability to meet compliance requirements if the proposed cloud service is subject to any regulations.</p> <p>At minimum, all offerings shall meet Commonwealth ITP requirements and NIST Moderate Level security controls specified in the Federal Information Processing Standards (FIPS) and Special Publications (SPs).</p> <p>NIST control enhancements shall also apply unless specified otherwise.</p>	<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <p>PHI, PFI, and PCI are prohibited data categories on our systems.</p> <p>Clients control the data that VectorVMS processes. The data dictionary is client defined.</p> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div>

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		<p>The agency reserves the right to upgrade the NIST control level. The agency also reserves the right to mandate additional regulations or standards such as HIPAA, PCI, IRS, CMs/ARS, etc.</p>	<div style="background-color: black; width: 100%; height: 150px;"></div>
21	<p>Security Incident Handling (ITP-BUS011 CSR-S9)</p>	<p>Offeror/Contractor shall agree to monitor, prevent, and deter unauthorized system access as per the requirements outlined below. If for any reason, Offeror/Contractor cannot meet this requirement it must be documented in their response.</p> <ul style="list-style-type: none"> ● Unauthorized system access must be reported to the Commonwealth within 48 hours. ● In the event of any penetration, impermissible use or disclosure of data, loss or destruction of data, the Offeror/Contractor must immediately notify the Commonwealth and take all reasonable steps to mitigate the 	<p>In the event of a data breach, clients would be notified by phone [REDACTED] after validation and confirmation of the full scope of the breach. Initial notifications are provided via telephone to designated client contacts, followed by regularly scheduled analysis and remediation update reports. We are happy to include mutually agreeable language around breach notification in our master agreement so our respective obligations are clearly stated.</p> <p>Security Incident Handling Procedure is a document guideline that governs the internal CSIRT team as it works to identify, assess, respond, and recover from an issue. These procedures include incident categorization and response steps to help ensure proper actions are taken by investigative resources (quarantine, forensics, data gathering, communications, reporting) as the incident is being remediated. The escalation policy is based upon the scope and nature of the incident. Severity 1 incidents, which include any data incidents where</p>

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		<p>access and to mitigate any potential harm or further disclosure, loss or destruction of data. Licensor shall comply with state and federal data breach law and shall report security incidents to the Commonwealth within one (1) hour of when the Licensor knew of such unauthorized access, use, release, or disclosure of data.</p> <ul style="list-style-type: none"> • The Commonwealth will provide escalation contacts and resource account to be used for notification purposes. • Licensor shall not disclose the Commonwealth was a customer in the event of any penetration, impermissible use or disclosure of data, loss or destruction of data. <p>Offeror/Contractor shall provide a copy of its Incident Response Plan (IRP). IRP should include incident handling practices, severity classification levels, customer notification and escalation processes, expected timeframes from time of impact to resolution, etc.</p>	<p>there is a reasonable suspicion of unauthorized disclosure, require immediate notification and escalation to the executive leadership team. In the event of a data breach, clients whose data was or is reasonably suspected to have been compromised as a result of the breach would be notified by phone [REDACTED] after validation and confirmation of the full scope of the breach.</p> <p>Unless required by law or other applicable regulatory or contractual obligations, notification of a security incident is only sent to involved parties.</p> <p>See attached Security Incident Response Process TOC.</p>
22	Inventory	Offeror/Contractor shall describe how it maintains a complete, accurate, and up-	The company maintains an asset inventory and management system for our software and hardware assets. The Hosting

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	<p>(ITP-BUS011 CSR-S10)</p>	<p>to-date asset inventory of all resources involved in the proposed cloud service.</p> <p>Offeror/Contractor shall provide a detailed asset inventory list, including country of origin, that will be used for the proposed cloud service offering. The Commonwealth reserves the right to prohibit use of certain hardware based on risk.</p> <p>Include manufacturer, model numbers, processors, disk drives, database hardware, data center networking components (routers, switches, etc.), security devices (firewalls, etc.), load balancers, and any other hardware relevant to the delivery of the service.</p> <p>Offeror/Contractor shall provide notice to the Commonwealth for any changes to the asset inventory used to support the cloud service being provided to the Commonwealth that would impact regulatory compliance (refer to REQ#5 Regulatory Compliance Verification)</p>	<p>Services team regularly scans the network space and ensures that all virtual hosts are included and monitored in our inventory/alerting system. [REDACTED]</p> <p>The VMS solution is a web-based SaaS application that utilizes shared infrastructure. IaaS is not provided. [REDACTED]</p> <p>[REDACTED]</p> <p>The asset inventory process is a SOC 2 audited control. Copies of actual asset inventories are not disseminated to third-parties. See attached SOC 2 report.</p>
23	<p>Data Backup and Recovery</p>	<p>Offeror/Contractor shall take all necessary measures to protect the data including, but not limited to, the backup of the servers on a daily and weekly</p>	<p>VectorVMS follows formal procedures for backing up data. [REDACTED]</p>

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			<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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EXHIBIT A SUPPORT AND SERVICE LEVEL SCHEDULE VectorVMS Subscription Services

This Service Level Schedule outlines VectorVMS's Support and Service Level terms for the Subscription Services referenced in the Order Form, and is subject to change at VectorVMS's discretion, but in no event shall the Support and Service Level terms be materially less than those outlined herein. All terms contained herein and not otherwise defined shall have the meaning set forth in the Master Agreement.

1. Contacting Support. Support requests should be submitted to VectorVMS's Customer Support Center by telephone, email or web, as provided below, or as otherwise communicated by VectorVMS from time to time. Customer's helpdesk will provide first line support to its internal users, and all initial support requests will be first received and addressed by Customer's helpdesk. VectorVMS will provide second line support to a reasonable number of designated Customer representatives, as provided herein.

2. Support.

2.1 *General*. Customer has primary responsibility for administering the Subscription Services, and VectorVMS will provide assistance as specified herein. Customer is responsible for ensuring that its hardware and software used to access the Subscription Services meet the minimum requirements required by VectorVMS in the applicable Documentation. Excluded from Support and the Availability Commitment (defined below) are: Professional Services, infrastructure configurations that are outside of the then-standard product configuration, access to the Subscription Services via private network, custom report creation, staging environment provision, technical and/or functional user training, database schema changes, modifications to data feeds, on-site services, translation services, and any and all other requirements and/or services not specifically described herein.

2.2 *Support for Subscription Services includes:*

- Access to the Customer Support Center website for receipt of product information and submission of support requests (24/7).
- Helpdesk telephone support during the hours of Monday through Friday (8am-8pm EST for US Customers and 7am-6pm GMT for International customers), excluding US / UK holidays ("Business Hours").
- After hours support (24/7) for all Severity 1 Issues (defined below).

2.3 Support for Subscription Services and Hosting Services includes:

- Standard control data integrations (including inbound data, such as Customer Data and organizational data) and validation of successful imports. Support does not include support for or resolution of Customer or third party data errors or problems. Additional integrations are billable separately pursuant to the terms of a mutually agreed upon SOW.
- Maintenance of the VectorVMS's standard single sign on ("SSO") user authentication method. Customer is responsible for its own SSL certificates.
- Such other services as may be provided from time to time by VectorVMS to the Customer at its sole discretion.

2.4 *Updates and Upgrades:*

- From time to time, the Subscription Services will be upgraded by us to facilitate improved service. Customer agrees to accept the general distribution updates, upgrades, enhancements and/or new releases that are provided by us to the general customer base.
- General distribution updates to the Subscription Services will be made automatically during regularly scheduled maintenance, with advance notice.
- In the event Customer elects to change its specific configuration of the Subscription Services at any time, there will be a charge for such change pursuant to the terms of a mutually agreed upon SOW.

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3. Response Guidelines for Support.

Support requests will be logged and tracked in our support tracking system. When submitting a support request, Customer must provide VectorVMS with all information necessary for VectorVMS to process the request and must respond promptly to VectorVMS with any information reasonably requested to clarify the support request. Provided the requirements of this Section 3 are met, upon receipt of the support request VectorVMS will work with Customer to set expectations regarding the completion times for all support requests. VectorVMS will acknowledge the request and determine the appropriate priority level based on the classifications specified below.

An **“Acknowledgement”** is VectorVMS’s initial confirmation to Customer that VectorVMS has received Customer’s support request;; a **“Resolution”** is a workaround or action plan for addressing the problem; an **“Issue”** is a failure of the Subscription Services to operate in accordance with its then-current Documentation.

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4. Availability Commitment.

The Subscription Services will be Available (as defined below) [REDACTED] of each calendar month (the “**Availability Commitment**”).

If VectorVMS fails to meet the Availability Commitment for three (3) consecutive calendar months, then within thirty (30) days from the conclusion of the third consecutive calendar month, Customer may terminate this Order Form by giving VectorVMS thirty (30) days prior written of termination, without liability for any cancellations fees, penalties or other damages associated with such termination. Notwithstanding any other term or provision in the Agreement, the remedies stated in this Section are Customer’s sole and exclusive remedies for failure to meet the Availability Commitment specified herein.

“**Available**” means the Subscription Services are available following Activation (defined below) 24 hours per day x 7 days a week, measured on a calendar month, less actual downtime for (a) scheduled maintenance performed during the regular planned maintenance window as VectorVMS may reasonably designate from time to time; (b) acts or omissions of Customer or anyone gaining access through Customer’s passwords or equipment; (c) Customer’s use of hardware and network services, which components are controlled by Customer and their performance or failure to perform can impair Customer’s connections to the Internet and the transmission of data; (d) Events beyond VectorVMS’s Immediate Control (defined below).

“**Activation**” means the date that the access to the Subscription Services is provided by VectorVMS to the Customer.

“**Events beyond VectorVMS’s Immediate Control**” include (i) the flow of data to or from VectorVMS’s network and other portions of the Internet which depends on the performance of Internet services provided or controlled by third parties other the VectorVMS data center facility; (ii) a service interruption caused by a security threat until such time as the security threat has been eliminated; (iii) reasons of Force Majeure (as defined in the Agreement) and (iv) emergency maintenance, of which VectorVMS will notify Customer of as soon in advance as is practicable but will first endeavor to remedy the emergency.



Subject: Request for SOC 1

Dear VectorVMS Customer/Prospect:

You have requested a copy of the SOC 1 REPORT ON MANAGEMENT'S DESCRIPTION OF VECTORVMS'S SYSTEM AND THE SUITABILITY OF THE DESIGN AND OPERATING EFFECTIVENESS OF CONTROLS (the "Report") for October 1, 2018 through September 30, 2019 as it applies to VectorVMS.

The Report contains **CONFIDENTIAL AND PROPRIETARY** material and information of VectorVMS.

If you are a VectorVMS customer and have confidentiality provisions in your contract with VectorVMS, by 'clicking' the 'Yes' button below, you acknowledge that you are bound by those confidentiality provisions in your contract with VectorVMS, that this Report considered confidential information thereunder, and that you further agree to the provisions below.

If you are not a VectorVMS customer or do not have confidentiality provisions in your contract with VectorVMS, by 'clicking' the 'Yes' button below, you hereby represent and acknowledge that you have been given express consent by VectorVMS to review the Report, that you will maintain and protect the confidentiality of the Report, and that you agree to the provisions below.

By 'clicking' the 'Yes' button, you hereby further agree that you will not use or disclose the Report except as expressly permitted hereunder. You agree to use the Report only for your internal use to evaluate VectorVMS security for the purposes of your business relationship and/or potential business relationship with VectorVMS. You agree that you will not distribute, copy, or release the Report, and that you will not disclose its contents in any way, directly or indirectly, to any person or entity except as expressly permitted below.

Notwithstanding the foregoing, you may provide the Report to an external auditor engaged on your behalf who requires access to the Report to provide services to you related to your business relationship or potential business relationship with VectorVMS, provided that such external auditor is bound by obligations no less stringent than those set forth herein. You remain fully liable for any such external auditors compliance with the provisions set forth herein.

Additionally, in the event you or anyone to whom you disclose the Report becomes legally compelled to disclose the Report, that party will provide VectorVMS with prompt notice prior to disclosure and as soon as possible in order to provide to the VectorVMS a reasonable opportunity to protect the Report by protective order or other means. In the event that such protective order or other remedy is not obtained, you will disclose only that portion of the Report which is advised by opinion of your counsel to be legally required to disclose. You will reasonably cooperate with VectorVMS's efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Report which you are compelled to disclose.

You will notify VectorVMS immediately of any breach of these provisions of which you become aware, and you will reasonably assist and cooperate in minimizing the consequences of such breach. You acknowledge that you understand and agree that VectorVMS will suffer irreparable harm in the event that you fail to comply with your obligations hereunder and that monetary damages will be inadequate to compensate VectorVMS for such a breach. Accordingly, you expressly agree that VectorVMS shall be entitled to injunctive relief to enforce the terms of this agreement.



By 'clicking' the 'Yes' button you confirm your agreement with these terms and conditions and that you are duly authorized to do so.

By 'clicking' the 'No' button, this document will close and you are not authorized to access the Report.

YES

NO



Subject: Request for SOC 2

Dear VectorVMS Customer/Prospect:

You have requested a copy of the SOC 2 REPORT ON MANAGEMENT'S DESCRIPTION OF VECTORVMS'S SYSTEM AND THE SUITABILITY OF THE DESIGN AND OPERATING EFFECTIVENESS OF CONTROLS (the "Report") for October 1, 2018 through September 30, 2019 as it applies to VectorVMS.

The Report contains **CONFIDENTIAL AND PROPRIETARY** material and information of VectorVMS.

If you are a VectorVMS customer and have confidentiality provisions in your contract with VectorVMS, by 'clicking' the 'Yes' button below, you acknowledge that you are bound by those confidentiality provisions in your contract with VectorVMS, that this Report considered confidential information thereunder, and that you further agree to the provisions below.

If you are not a VectorVMS customer or do not have confidentiality provisions in your contract with VectorVMS, by 'clicking' the 'Yes' button below, you hereby represent and acknowledge that you have been given express consent by VectorVMS to review the Report, that you will maintain and protect the confidentiality of the Report, and that you agree to the provisions below.

By 'clicking' the 'Yes' button, you hereby further agree that you will not use or disclose the Report except as expressly permitted hereunder. You agree to use the Report only for your internal use to evaluate VectorVMS security for the purposes of your business relationship and/or potential business relationship with VectorVMS. You agree that you will not distribute, copy, or release the Report, and that you will not disclose its contents in any way, directly or indirectly, to any person or entity except as expressly permitted below.

Notwithstanding the foregoing, you may provide the Report to an external auditor engaged on your behalf who requires access to the Report to provide services to you related to your business relationship or potential business relationship with VectorVMS, provided that such external auditor is bound by obligations no less stringent than those set forth herein. You remain fully liable for any such external auditors compliance with the provisions set forth herein.

Additionally, in the event you or anyone to whom you disclose the Report becomes legally compelled to disclose the Report, that party will provide VectorVMS with prompt notice prior to disclosure and as soon as possible in order to provide to the VectorVMS a reasonable opportunity to protect the Report by protective order or other means. In the event that such protective order or other remedy is not obtained, you will disclose only that portion of the Report which is advised by opinion of your counsel to be legally required to disclose. You will reasonably cooperate with VectorVMS's efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Report which you are compelled to disclose.

You will notify VectorVMS immediately of any breach of these provisions of which you become aware, and you will reasonably assist and cooperate in minimizing the consequences of such breach. You acknowledge that you understand and agree that VectorVMS will suffer irreparable harm in the event that you fail to comply with your obligations hereunder and that monetary damages will be inadequate to compensate VectorVMS for such a breach. Accordingly, you expressly agree that VectorVMS shall be entitled to injunctive relief to enforce the terms of this agreement.



By 'clicking' the 'Yes' button you confirm your agreement with these terms and conditions and that you are duly authorized to do so.

By 'clicking' the 'No' button, this document will close and you are not authorized to access the Report.

YES

NO

**APPENDIX E
SUBCONTRACTOR LIST**

Revised 06/01/2020

NAME OF SUBCONTRACTOR	PRIMARY CONTACT PERSON	PRIMARY CONTACT EMAIL ADDRESS	ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF POSITIONS TO BE PROVIDED	NUMBER OF YEARS IN BUSINESS	PROFESSIONAL QUALIFICATIONS	SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE
(List all subcontractors who are included in your subcontracting plan. Refer to I-2, D of the technical submittal.)	(Identify by first/last name the person who will fulfill this position.)	(Provide the primary contact person's email address.)	(Insert address)	(List the types of position this subcontractor will provided.)	(List the number of years the subcontract has been providing IT staffing services)	(List any certifications and/or professional memberships for this subcontractor.)	(List any SDB/VBE certifications, if applicable)

REDACTED