



FULLY EXECUTED

Contract Number: 4400025122
Original Contract Effective Date: 12/08/2021
Valid From: 12/01/2021 To: 12/01/2025

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

Purchasing Agent

Name: **Burris Cathy**
Phone: [REDACTED]
Fax [REDACTED]

Your SAP Vendor Number with us: 540991

Supplier Name/Address:

SAPIENT CORPORATION
DBA PUBLICIS SAPIENT
40 WATER ST
BOSTON MA 02109-3604 US

Please Deliver To:

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

Supplier Phone Number: [REDACTED]

Contract Name:

Public Web Presence Enterprise Solutions

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
2	Del 1 Transaction Plan Year 1	1.000	Each	400,000.00	1	400,000.00
Item Text Deliverable 1 (Task VI. A.), Transition Plan approved by CoPA Program Manager Year 1						
3	Del 2 Fully migrated Year 1	1.000	Each	400,000.00	1	400,000.00
Item Text Deliverable 2 (Task VI. B.), Fully migrated Commonwealth web site approved by the CoPA Program Manager Year 1						
4	Del 3 Transformation Plan Year 2	1.000	Each	180,000.00	1	180,000.00
Item Text Deliverable 3 (Task VI. C.), Transformation Plan approved by the Commonwealth Program Manager Year 2						

Information:

Total Amount:

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
5	Del 4 Technology Plan Year 2	1.000	Each	180,000.00	1	180,000.00
Item Text						
Deliverable 4 (Task VI. C.), Technology Plan approved by the Commonwealth Program Manager Year 2						
6	Del 5 Training Plan Year 2	1.000	Each	140,000.00	1	140,000.00
Item Text						
Deliverable 5 (Task VI. C.), Training Plan Year 2						
7	Del 6 Web content Year 2	1.000	Each	490,000.00	1	490,000.00
Item Text						
Deliverable 6 (Task VI. D.), Web content reengineered to proposed CMS Year 2						
8	Del 7 Training classes Year 3	1.000	Each	250,000.00	1	250,000.00
Item Text						
Deliverable 7 (Task VI. E.), Training classes with flexible delivery format, i.e., virtual instructor-led, on-demand webinars or in person Year 3						
9	Del 7 Training classes Year 4	1.000	Each	150,000.00	1	150,000.00
Item Text						
Deliverable 7 (Task VI. E.), Training classes with flexible delivery format, i.e., virtual instructor-led, on-demand webinars or in person Year 4						
10	Del 8 Training artifacts Year 3	1.000	Each	275,000.00	1	275,000.00
Item Text						
Deliverable 8 (Task VI. E.), Training artifacts, including but not limited to, User Guides, Fact Sheets, Enhancements Bulletins and Online Modules Year 3						
11	Del 8 Training artifacts Year 4	1.000	Each	125,000.00	1	125,000.00
Item Text						
Deliverable 8 (Task VI. E.), Training artifacts, including but not limited to, User Guides, Fact Sheets, Enhancements Bulletins and Online Modules Year 4						
12	Del 9 Turnover Technology Plan Year 4	1.000	Each	225,000.00	1	225,000.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
Item Text						
Deliverable 9 (Task VI. F.), Turnover Technology Plan approved by the Commonwealth Program Manager Year 4						
13	Del 10 Final Report Year 4	1.000	Each	175,000.00	1	175,000.00
Item Text						
Deliverable 10 (Task VI. A.), Transition Plan approved by CoPA Program Manager Year 4						
14	Content Management Year 1	12.000	Month	49,264.00	1	591,168.00
15	Content Management Year 2	12.000	Month	231,664.00	1	2,779,968.00
16	Content Management Year 3	12.000	Month	234,023.00	1	2,808,276.00
17	Content Management Year 4	12.000	Month	236,500.00	1	2,838,000.00
18	Data Management Year 1	12.000	Month	38,889.00	1	466,668.00
19	Data Management Year 2	12.000	Month	48,828.00	1	585,936.00
20	Data Management Year 3	12.000	Month	49,317.00	1	591,804.00
21	Data Management Year 4	12.000	Month	49,810.00	1	597,720.00
22	Service Desk Year 1	12.000	Month	29,679.00	1	356,148.00
23	Service Desk Year 2	12.000	Month	29,679.00	1	356,148.00
24	Service Desk Year 3	12.000	Month	30,124.00	1	361,488.00
25	Service Desk Year 4	12.000	Month	30,576.00	1	366,912.00
26	Quality and Sustainability Year 1	12.000	Month	54,888.00	1	658,656.00
27	Quality and Sustainability Year 2	12.000	Month	64,426.00	1	773,112.00

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
28	Quality and Sustainability Year 3	12.000	Month	65,070.00	1	780,840.00
29	Quality and Sustainability Year 4	12.000	Month	65,721.00	1	788,652.00
30	Application Development Year 1	0.000	Hour	152.00	1	0.00
Item Text						
Application Development, blended hourly rate for estimate of 1200 hrs./month 152 hourly rate for Years 1,2,3 & 4						
31	Application Development Year 2	0.000	Hour	152.00	1	0.00
Item Text						
Application Development, blended hourly rate for estimate of 1200 hrs./month 152 hourly rate for Years 1,2,3 & 4						
32	Application Development Year 3	0.000	Hour	152.00	1	0.00
Item Text						
Application Development, blended hourly rate for estimate of 1200 hrs./month 152 hourly rate for Years 1,2,3 & 4						
33	Application Development Year 4	0.000	Hour	152.00	1	0.00
Item Text						
Application Development, blended hourly rate for estimate of 1200 hrs./month 152 hourly rate for Years 1,2,3 & 4						
34	Application Maintenance Year 1	0.000	Hour	144.00	1	0.00
Item Text						
Application maintenance , blended hourly rate for estimate of 1500 hrs./month 144 hourly rate for Years 1,2,3 & 4						
35	Application Maintenance Year 2	0.000	Hour	144.00	1	0.00
Item Text						
Application maintenance , blended hourly rate for estimate of 1500 hrs./month 144 hourly rate for Years 1,2,3 & 4						

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Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
36	Application Maintenance Year 3	0.000	Hour	144.00	1	0.00
Item Text Application maintenance , blended hourly rate for estimate of 1500 hrs./month 144 hourly rate for Years 1,2,3 & 4						
37	Application Maintenance Year 4	0.000	Hour	144.00	1	0.00
Item Text Application maintenance , blended hourly rate for estimate of 1500 hrs./month 144 hourly rate for Years 1,2,3 & 4						
38	Rate Card Hourly services	0.000	Each	0.00	1	0.00
Item Text line 37, (item number 38) - Rate Card Hourly Services, create a single line item with a 0 QTY and \$0, Price per 1 EA; then reference the Cost Submittal Rate Card Tab. As hours are needed, the purchasing agent can build those specific rates into the PO. line 37, (item number 38) A SOW is required to utilize these rates						

General Requirements for all Items:**Information:****Total Amount:**

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Supplier Name:
SAPIENT CORPORATION
DBA PUBLICIS SAPIENT

Header Text

Contract is written with reference to Jaggaer RFP No. 6100050631

THIS CONTRACT for the provision of Public Web Presence ("Contract") is entered into by and between the Commonwealth of Pennsylvania, acting through the Governor's Office of Administration ("OA"), and Sapient Corporation DBA Publicis Sapient

Publicis Sapient has committed to subcontracting with one (1) Veteran Business Enterprises for products and project services over the entire project timeframe. Publicis Sapient is committing 3% of the total value of its offering to Intelligence Systems Group, LLC. This represents approximately \$1,134,441 over 4 years contingent upon purchase and service volume.

Total value of the contract for the initial term is estimated to be \$37,814,693. The term of the contract will be four (4) years with two (2) optional renewal years

Vendor contact: James Kessle [REDACTED]
Agency Contact: Erich Loych [REDACTED]

1/14/2022 - Publicis Sapient has committed to subcontracting with one (1) Small Diverse Enterprise for products and project services over the entire project timeframe. Publicis Sapient is committing 12% of the total value of its offering to Ligatech. This represents approximately \$4,537,763 over 4 years contingent upon purchase and service volume. (Verbiage added per DGS request) CSB

No further information for this Contract

Information:

Total Amount:

37,814,693.00

Currency: USD

**CONTRACT
FOR
PUBLIC WEB PRESENCE**

THIS CONTRACT for the provision of **Public Web Presence** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the **Governor's Office of Administration** ("OA"), and **Sapient Corporation DBA Publicis Sapient** ("Contractor").

WHEREAS, the Department of General Services (DGS) issued a Request For Proposals for the provision of **Public Web Presence** for the Commonwealth, RFP No. **6100050631** ("RFP");

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, OA and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Public Web Presence** to the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, OA and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Public Web Presence** as more fully defined in the RFP, to the Commonwealth.
2. Contractor agrees to provide the **Public Web Presence** 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 Final Negotiated Contract Terms and Conditions, as modified from 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 Proposal Documents and Clarifications, 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 Purchase Order(s) issued and accepted hereunder, including any fully executed Statement(s) of Work attached thereto.
 - f. The Contractor's BAFO Small Diverse Business Participation Submittal, which is attached hereto as Exhibit D and made a part hereof.
 - g. The Contractor's BAFO Veteran Business Enterprise Participation Submittal, which is attached hereto as Exhibit E and made a part hereof.
 - h. 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.
 - i. 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: _____
(Assistant) Secretary

By: _____
Regional CFO

Ryan Walsh 9/29/2021

Printed Name/Date

Printed Name/Date

Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
Governor's Office of Administration**

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 – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS.

- (a) Affiliate. Two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- (b) 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.”
- (c) Commonwealth. The Commonwealth of Pennsylvania.
- (d) Contract. The integrated documents as defined in **Section 11, Order of Precedence**.
- (e) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (f) Data. Any recorded information controlled by the Commonwealth, regardless of the form, the media on which it is recorded or the method of recording, and which may include personal information of residents of the Commonwealth.
- (g) Days. Calendar days, unless specifically indicated otherwise.
- (h) 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; Specified Deliverables; 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**. Notwithstanding anything to the contrary herein, interim versions of Developed Works are provided as-is and without any representations or warranties. Interim versions by definition are not deployed Developed Works.
- (i) 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.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (j) 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.
- (k) Purchase Order. Written authorization for Contractor to proceed to furnish Supplies or Services.
- (l) Proposal. Contractor's response to a Solicitation issued by the Issuing Agency, as accepted by the Commonwealth.
- (m) Services. The services performed by the Contractor as set forth in this Contract.
- (n) 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).
- (o) 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.
- (p) Specified Deliverables. Any Developed Work identified as a Specified Deliverable in a Statement of Work to be provided to the Commonwealth in final form for acceptance. For the avoidance of doubt, Specified Deliverables are intended to conform to a static set of written specifications, which specifications have been formally presented and accepted by the parties, and are not intended to be iterative or to be developed using "agile" methodology.
- (q) 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.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (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 an aggregate of **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

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

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 acknowledgment 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 accepted 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

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

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:

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

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

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.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (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; provided, however, that such approval shall not be required for subcontracts to Contractor's Affiliates. 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 with an Affiliated subcontractor 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 a redacted copy of the subcontract agreement between the Contractor and the subcontractor that, at a minimum, shows the requirement of flow down provisions from Contractor to subcontractor in regard to this Contract. 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

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

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.

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- (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 in material conformity with the applicable statement(s) of work and this Contract.
- (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

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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).

Payment should not be construed by the Contractor as acceptance of the Service performed by the Contractor.

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.

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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; provided, however, that Contractor, without prior written consent of the Commonwealth, but with 30 days written notice, may assign its rights, duties, obligations or responsibilities hereunder, in whole or in part, to an Affiliate.
- (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 be based solely on such Developed Work’s or Service’s material conformity with the applicable statement(s) of work and this Contract, and 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.

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- (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. The acceptance period shall be **15 business days**. 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 acceptance period, or earlier uses such work product in a public or commercial setting, 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

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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 **15 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) If, following three (3) attempts to correct the items, the Contractor is unable to conform such items to the applicable specifications, 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, not to exceed the acceptance period.

(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**, or such longer period as may be agreed by the parties, 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

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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.

(c) Commonwealth Obligations

- (1) In connection with its provision of Services, Contractor shall submit to Commonwealth for its approval as set forth in this Section 23 all elements of any advertising, marketing, or other materials to be produced, published or placed hereunder and Commonwealth shall give all approvals in a timely fashion such that Contractor can meet all applicable deadlines set forth in this Contract. Contractor's performance depends upon the fulfilment of (i) the applicable assumptions and (ii) Commonwealth's responsibilities in a timely and sufficient manner, as described in this Contract. Any unmet assumption or Commonwealth's (and its third party partners, as applicable) failure to perform its responsibilities in accordance with this Contract could negatively impact the schedule or cost of a project, and may require a change pursuant to **Section 27, Changes**. In the event any unmet assumption or Commonwealth responsibility delays or impairs the performance of the Services, then Contractor will not be liable for failure to perform its corresponding responsibilities unless the parties agree otherwise in writing.
- (2) Commonwealth shall be solely responsible for the legality, accuracy, completeness and propriety of the Commonwealth Property (as defined below), including any information concerning its organization, products, services and industry which Commonwealth (or a third party on behalf of Commonwealth) furnishes to Contractor. If Developed Works are designated for publication, Commonwealth shall review all such Developed Works to confirm the accuracy and legality of any representations regarding Commonwealth's organization, products, services and industry. Commonwealth shall be solely responsible for its final decision to approve the use and publication of any Developed Work and for ensuring all representations, trademarks, service marks, logos, slogans and descriptions comply with and do not violate any third party rights, laws, legal and regulatory requirements, directives and guidelines.

24. DEFAULT.

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The Commonwealth may, subject to the provisions of **Section 23, Inspection and Acceptance**, **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 obligation under this Contract;

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- (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.

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

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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 **90 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 under the Contract prior to the effective date of termination;
- (2) all actual and reasonable costs incurred by Contractor in performance of the Services prior to the effective date of termination, and 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.

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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 termination 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 and for such Services performed during the **90-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 for the lesser of (i) twelve (12) months, or (ii) the

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remaining term of the then-active Statements of Work hereunder, provided, in each case, 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.

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- (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 IT facilities, 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 at the request of the Commonwealth thereafter, but in no event more frequently than annually.
- (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

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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, including if such information would be understood to be confidential or proprietary by a reasonable person in the industry, 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. Notwithstanding anything to the contrary, Contractor Property shall be Confidential Information of Contractor unless otherwise indicated in writing. The Commonwealth shall provide Data to Contractor only as necessary for Contractor to perform the Services.
- (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

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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:

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- (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. Both parties will comply with all applicable laws or regulations related to the use and disclosure of information, including Data, and, to the extent applicable, information that constitutes Protected Health Information (PHI) as defined by the *Health Insurance Portability and Accountability Act* (HIPAA). If it is determined that a Business Associate Agreement is necessary for the performance of the Contract, the Contractor agrees to negotiate terms of a Business Associate Agreement, in a form comparable to the template Business Associate Agreement attached hereto as Exhibit A.
- (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. (Reserved)

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*

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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 **twenty-four (24) hours** of when the Contractor confirmed the occurrence of such Incident, and the parties 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 provide all reasonable assistance 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.
 - (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

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directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than **\$1,000,000** per occurrence, and **\$2,000,000** in the aggregate, 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 claim and in the aggregate.
 - (iv) Professional Liability/Errors and Omissions Insurance in the amount of **\$2,000,000**, per claim and in the 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 claim and in the aggregate, covering the Contractor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (vi) [Reserved.]
 - (vii) Comprehensive crime insurance in an amount of not less than **\$1,000,000** 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. Cancellation notice shall be provided in accordance with policy provisions. 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.

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- (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.

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- (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 amount of fees the Commonwealth paid to the Contractor during the twelve (12) months immediately preceding the event giving rise to liability. 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;

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- (iii) for intentional injury;
 - (iv) for damage to real property or tangible personal property to the extent caused by the gross negligence or willful misconduct of Contractor; or
 - (v) for the Contractor's indemnification obligations 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) Notwithstanding the foregoing, Contractor's per occurrence liability hereunder shall not exceed **\$10,000,000, and shall not exceed \$20,000,000 in the aggregate**.
- (c) The Contractor will not be liable for consequential or incidental damages, except for damages as set forth in **paragraphs (a)(i)—(v)** above.

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. 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. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor, at

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its expense, will provide reasonable cooperation OAG requests in the defense of the suit.

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 parties determine that 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 related to such event 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 by Contractor, the Contractor shall take commercially reasonable steps to 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, request Contractor 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 current OS patch level, current anti-virus software version and, if appropriate, signature file version. Response will be required as mutually agreed by the parties. Following such audit, Contractor will provide Commonwealth with either (i) confirmation that all devices have the required software and components, or (ii) a list of devices that do not comply with these

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requirements. 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 reasonable 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 and at its expense. 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 reasonable cooperation OAG requests in the defense of the suit.

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- (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 for depreciation determined on a straight-line five-year basis and amounts 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.

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- (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;
 - (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge; or
 - (viii) the Commonwealth's authorization to Contractor to proceed with an action, despite having been advised by Contractor in writing of such action's potential risk of causing a violation or infringement.
- (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.

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- (i) “Contractor Property” refers to materials and other intellectual property (i) in existence prior to this Contract, (ii) created, developed or acquired by Contractor during the term of this Contract but not exclusively for the Commonwealth, or (iii) generic in nature and used generally in the software, advertising or digital industries (e.g. APIs), or (iv) otherwise identified and mutually agreed upon as Contractor 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 or Third Party 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 include the applicable provisions set forth in these terms at **Exhibit B, Software/Services License Requirements Agreement Template**. If it is determined that a Software License Agreement is applicable to the Contract, the Contractor agrees to negotiate terms of a Software License Agreement, which is incorporated into this Contract or a comparable version provided by the Contractor and approved by the Commonwealth.
 - (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

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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 include the applicable provisions set forth in these terms at *Exhibit B, Software/Services License Requirements Agreement Template*. If it is determined that a Software License Agreement is applicable to the Contract, the Contractor agrees to negotiate terms of a Software License Agreement, which is incorporated into this Contract or a comparable version provided by the Contractor and approved by the Commonwealth.
 - (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.

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“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

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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 (subject to Contractor's rights to Contractor Property), 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's Statement of Work, ownership of all Developed Works shall be in accordance with the provisions set forth in this section.

- (a) Rules for usage for Developed Works.

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- (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, effective upon Contractor's receipt of payment therefor, and Contractor hereby grants, effective upon Contractor's receipt of payment therefor, Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include 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, effective upon Contractor's receipt of payment therefor.
- (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,

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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, effective upon Contractor's receipt of payment therefor. 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.

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- (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) [Reserved.]

48. 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 in the possession of the Contactor, shall be provided to the Commonwealth upon request, in a form acceptable to the Commonwealth or shall be destroyed by the Contractor at the Commonwealth’s request; and
- (iv) 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.

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

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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 OF OWNERSHIP OR INSOLVENCY.

In the event that the Contractor should change ownership for any reason whatsoever (other than a change in ownership between Affiliated entities), the Commonwealth shall have the exclusive option of 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, or 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 immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under [Section 28, Termination](#).

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

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- (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 of at least thirty (30) days, and on no more than one (1) occasion per calendar year, 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](#). Notwithstanding the foregoing, nothing in this Contract shall permit the Commonwealth to have any access to: (i) any information of other customers of Contractor, any affiliates of Contractor, or a Contractor subcontractor; (ii) assets and equipment used by Contractor which are used to provide services to other customers of Contractor; (iii) Contractor's internal costs of providing the Services (iv) any personal information of Contractor employees, other than as expressly

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provided in this Contract; (v) books, records or information unrelated to this Contract or the Services; or (vi) IT systems or documentation.

- (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.

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- (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, to the extent legally necessary, HIPAA Business Associate Agreements (in a form mutually agreed by the parties). 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

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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.

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- (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

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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.

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- (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

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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

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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

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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, seek damages for default in accordance with Section 28(c) of 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 anyone 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 Specified Deliverables will conform in all material respects to the functional specifications for such Specified Deliverables as set forth in the applicable Statement of Work and this Contract. The warranty period for the Specified Deliverables shall be **90 days** from final acceptance. If third-party Services, Supplies or Developed Works are subject to a warranty provided by such third party, such warranty 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 (only if the work

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to be remedied was performed or provided on a fee for deliverable basis), 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 Specified Deliverable conforms, in all material respects, to the functional specifications of such Specified Deliverable set forth in the applicable Statement of Work and this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:

- (i) Modifications to Specified Deliverables made by the Commonwealth;
 - (ii) Use of the Specified Deliverables 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 Specified Deliverables 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 for Specified Deliverables as set forth in this Contract. If a due date for a Specified Deliverable is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, if the parties have not agreed upon a Service Level Agreement applicable to such Specified Deliverable, 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

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therefore agree that in the event of any such delay, in the absence of an applicable Service Level Agreement, 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 for failure to meet a due date for a Specified Deliverable shall be three-tenths of a percent (.3%) of the price of such Specified Deliverable for each calendar day following the scheduled completion date. If the price of the Specified Deliverable associated with the missed due date is not identified in the applicable Statement of Work, liquidated damages shall apply to the total value of such Statement of Work. Liquidated damages shall be assessed each calendar day until the date on which the Contractor meets the requirements for the Specified Deliverable associated with the due date, up to a maximum of **30 days**. The Contractor will recoup all of the amount of liquidated damages assessed if (a) the Contractor meets the final project completion date set out in the applicable SOW, or (b) the Contractor does not meet the final project completion date set out in the applicable SOW, but its failure to do so is not a contributing result of the late Specified Deliverable(s) associated with the liquidated damages.
- (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 Specified 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 Specified Deliverable 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 Specified Deliverable 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; or
 - (ii) Billing the Contractor as a separate item.
- (e) Notwithstanding anything to the contrary herein, in no event shall the amount of liquidated damages assessed hereunder exceed (i) per incident, the amount equal to

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

10% of the total fees for Services under the applicable Statement of Work, and (ii) in the aggregate, \$100,000.

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 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 pursuant to the Termination for Convenience rights in accordance with **Section 28(a)**, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

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- (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 reasonable termination assistance services (Termination Assistance Services) for a period not to exceed 365 days, directly to the Commonwealth, or to any vendor designated by the Commonwealth at Contractor's then-current rate-card for the final year of the Contract [as adjusted for inflation based on an annual inflation increase of three percent (3%)]. 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 commercially practicable 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 reasonably 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) [Reserved.]

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.

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

- (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

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

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. SMALL DIVERSE BUSINESS/SMALL BUSINESS COMMITMENT.

The Contractor shall meet and maintain the commitments to small diverse businesses in the Small Diverse Business and Small Business ("SDB/SB") portion of its Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of Diversity, Inclusion and Small Business Opportunities ("BDISBO"), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit

EXHIBIT A – FINAL NEGOTIATED CONTRACT TERMS AND CONDITIONS

it to the Commonwealth Contracting Officer and BDISBO within **10 business days** at the end of each calendar quarter that the Contract is in effect.

74. 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.

75. 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 75 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

PA Supplier ID Number: _____

**SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE GOVERNOR’S OFFICE OF ADMINISTRATION
AND**



This Software/Services License Requirements Agreement (“Agreement”) by and between _____ (Licensor) and the **Commonwealth of Pennsylvania**, acting by and through the **Governor’s Office of Administration** (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

1. **Order of Precedence.**

The terms and conditions of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached [insert exhibits that are to be made part of this Agreement]. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in [Attachment 1](#), along with support and services for said products, shall be referred to as “Licensed Products.”

2. **Enterprise Language.**

- (a) The parties agree that more than one agency of the Commonwealth (“Commonwealth Agency”) may license products subject to this Agreement, provided that the procurement of any Licensed Products by any Commonwealth Agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each Commonwealth Agency seeking to use the Licensed Products.
- (b) The parties agree that, if the licensee is a “Commonwealth Agency” as defined by Section 103 of the *Commonwealth Procurement Code*, 62 Pa. C. S. § 103, the terms and conditions of this Agreement apply to the procurement of Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase order or other procurement document without further need for execution.

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3. List of Licensed Products.

- (a) Attached hereto and made a part of this Agreement by reference is [Attachment 1](#), which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on [Attachment 1](#) may be updated by the Licensor providing the Commonwealth with a revised [Attachment 1](#) that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth's reseller with a copy of the Licensor's notification to update [Attachment 1](#).
- (b) No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.

4. Choice of Law/Venue.

This Agreement 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. 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.

5. Indemnification/Immunity.

The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

6. Patent, Copyright, Trademark and Trade Secret Protection.

- (a) The Licensor shall, at its expense, defend, indemnify and 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 patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall

mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give the Licensor 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 the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of the Licensor made in the defense of and/or settlement of a Claim. The Licensor shall not, without the Commonwealth's consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. 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 Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If the OAG does not delegate to the Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement 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.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

- (d) If, in the Licensor's opinion, the Licensed Products 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 Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense:
 - (i) substitute functional equivalents for the alleged infringing Licensed Products; or
 - (ii) obtain the rights for the Commonwealth to continue the use of such Licensed Products.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option:
 - (i) procure the right to continue use of such infringing products;
 - (ii) replace them with non-infringing items; or
 - (iii) modify them so that they are no longer infringing.
- (f) If use of the Licensed Products is enjoined and the Licensor is unable to do any of the preceding set forth in subsection (e) above, the Licensor agrees to, upon return of the Licensed Products, refund to the Commonwealth:
 - (i) the license fee paid for the infringing Licensed Products, less the amount for the period of usage of any software; and
 - (ii) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this section continue without time limit and survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this section for:
 - (i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare any Licensed Products;

- (iii) use of any Licensed Product after the Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under subsection (e) or subsection (f) above;
 - (iv) use of any Licensed Products in other than its specified operating environment;
 - (v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (vi) infringement of a non-Licensed Product alone;
 - (vii) the Commonwealth's use of any Licensed Product beyond the scope contemplated by the Agreement; or
 - (viii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

7. Virus, Malicious, Mischievous or Destructive Programming.

- (a) The Licensor warrants that the Licensed Products as delivered by the Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by the Licensor for temporary use are time-sensitive.
- (b) The Licensor 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 Licensor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of any Licensed Products, the Licensor shall eliminate the virus, malicious, mischievous or destructive programming,

restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

8. Limitation of Liability.

- (a) The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the **12-month** period prior to the event giving rise to the damage claim. This limitation does not apply to damages:
- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) to real property or tangible personal property for which the Licensor is legally liable;
 - (v) Under Section 6, [Patent, Copyright, Trade Secret and Trademark Protection](#);
 - (vi) for damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach; or
 - (vii) under Section 7, [Virus, Malicious, Mischievous or Destructive Programming](#).
- (b) In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.

9. Payment.

The Commonwealth will make purchase and make payment through a reseller contract or another procurement document, which shall control with regard to payment amounts and provisions.

10. Termination.

- (a) The Licensor may not terminate for non-payment of an order issued through a reseller contract or another procurement document that controls payment.
- (b) The Commonwealth may terminate this Agreement without cause by giving the Licensor **30 calendar 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”).

11. Background Checks.

- (a) Upon prior written request by the Commonwealth, the Licensor 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 the Commonwealth’s IT facilities, either through on site or 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 by an IT employee and annually thereafter.
- (b) Before the Commonwealth will permit an employee access to the Commonwealth’s facilities, the Licensor must provide written confirmation to the office designated by the applicable Commonwealth Agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, 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 Licensor 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 to Commonwealth facilities or systems, unless the Commonwealth Agency consents, in writing, prior to the access being provided. The Commonwealth Agency may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement with the Commonwealth.
- (c) The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors’ entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the applicable Commonwealth Agency and the Department of General Services set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#), *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Licensor for contracted personnel photo identification or access badges.

12. Confidentiality.

- (a) Definition. “Confidential Information:”

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- (i) For the Commonwealth. All data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which Commonwealth is a party.
 - (ii) For the Licensor. All information identified in writing by the Licensor as confidential or proprietary to the Licensor or its subcontractors.
- (b) Confidential Information. All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. Except to the extent provided otherwise by any applicable law, the obligations of this subsection (b) shall not apply with respect to information which:
 - (i) is developed by the other party without violating the disclosing party's proprietary rights,
 - (ii) is or becomes publicly known (other than through unauthorized disclosure),
 - (iii) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,

- (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor, or
 - (v) is rightfully received by the disclosing party free of any obligation of confidentiality.
- (c) Obligations. Each party shall:
 - (i) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
 - (ii) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
 - (iii) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.
 - (iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Cost of compliance; required disclosure. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).
- (e) Submitting Confidential Information to the Commonwealth. The Licensor 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 an un-redacted version of the appropriate document;
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret;

- (iii) Prepare a signed written statement that states:
 - (1) the attached document contains confidential or proprietary information or trade secrets;
 - (2) the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the *Right-to-Know Law*, 65 P.S. § 67.707(b); and
 - (3) the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the *Right-to-Know Law*, 65 P.S. § 67.708(b)(11) from public records requests; and
- (iv) Submit the **two (2)** documents with the signed written statement to the Commonwealth.
- (f) Confidential Information at termination. Upon expiration or termination of this Agreement, or a purchase order or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to the Commonwealth's Confidential Information and/or Data, the Licensor shall comply with the requirements of subsection (e).
- (g) Not confidential. Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

13. Sensitive Information

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.
- (b) The parties 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 this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:

- (i) Maintaining a valid and up to date registrations and certifications; and
- (ii) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

14. Agency-specific Sensitive and Confidential Commonwealth Data (If applicable).

- (a) The Licensor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from Commonwealth Agency to Commonwealth Agency, and from program to program within a Commonwealth Agency. If applicable, prior to the issuance of a purchase order or other procurement document for a Licensed Product or the deployment of a Licensed Product on any Commonwealth Agency's facilities, the Licensor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth Agency, including but not limited to, as necessary, Business Associate Agreements as required by the *Health Insurance Portability and Accountability Act* (HIPAA), as amended, a sample of which is attached hereto as [Attachment 3](#). This sign-off document (a sample of which is attached hereto as [Attachment 4](#)), will include a description of the nature of the data which may be implicated based on the nature of the Licensor's access, and will incorporate the HIPAA Business Associate Agreement if it is applicable.
- (b) The Licensor 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 installation of the Licensed Products), the Licensor is and shall remain compliant with all applicable state and federal law and policy 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 of the Licensor authorized to bind the Licensor is valid and is hereby integrated and incorporated by reference into this Agreement.
- (c) This section does not require a Commonwealth Agency to exhaustively list the law to which implicated data is subject; the Commonwealth Agency is obligated only to list the nature of the data implicated by the Licensor's access, to refer the Licensor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this section are in addition to and not in lieu of other requirements of this Agreement and its Attachments and Exhibits having to do with data privacy and security, including but not limited to the requirement that the Licensor comply with [Attachment 2](#), *Requirements for Non-Commonwealth Hosting Applications/Services*, and all applicable Commonwealth Information

Technology Policies (ITPs), which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- (e) The Licensor shall conduct additional background checks, in addition to those required in [Section 11](#) of this Agreement, as may be required by a Commonwealth Agency in its sign-off documents. The Licensor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Agreement. The Licensor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

15. Publicity/Advertisement.

The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

16. Portability.

The parties agree that a Commonwealth Agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth Agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.

17. Taxes-Federal, State and Local Taxes-Federal, State and Local.

- (a) 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. 23-23740001-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.
- (b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, 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).

18. Commonwealth Audit Responsibilities.

- (a) The Commonwealth will maintain, and promptly provide to the Licensor upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through a reseller contract or another procurement document.
- (b) The Commonwealth will perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). The Commonwealth shall notify the Licensor of the True up number no later than **45 calendar days** after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth will make an additional purchase of the Licensed Products through a reseller contract or another procurement document, which is equivalent to the additional users. This section sets out the sole license audit right under this Agreement.

19. *Right-to-Know Law.*

The Pennsylvania *Right-to-Know Law*, Act of February 14, 2008, P.L. 6, No. 3, 65 P.S. §§ 67.101—3104 ("RTKL"), applies to this Agreement.

20. Third Party Software.

If the Licensed Product utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third-party terms. The parties agree that the Commonwealth, by acknowledging third party software, does not agree to any terms and conditions of the third party software agreements that are inconsistent with or supplemental to this Agreement.

21. Attorneys' Fees.

The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.

22. 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 Agreement or a purchase order, the Licensor, within **six (6) months** after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor 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 Licensor 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 Licensor. The contracting officer shall send a written determination to the Licensor. 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 Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement or purchase order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement, purchase order or other procurement document.

23. Insurance.

- (a) The Licensor 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 employees 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 (including bodily injury), sickness or disease, accidental death and damage to and property of others, including loss of use resulting from any property damage which may arise from the Licensor's operations under this Agreement, whether such operation be by the Licensor, its 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) Technology Products Liability/Professional Liability/Errors & Omissions Insurance in the aggregate amount of not less than \$2,000,000, per accident/occurrence/annual aggregate, covering the Licensor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (v) Comprehensive crime insurance in an amount of not less than \$5,000,000 per claim.
 - (vi) Information Security and Privacy Liability Insurance including Privacy Notification Costs (including coverage for Technology Professional Liability if not covered under the Licensor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$3,000,000, per accident/occurrence/annual aggregate, covering the Licensor, its employees, agents, contractors, and subcontractors in the performance of all services.
- (b) Certificate of Insurance. Prior to providing Licensed Products under this Agreement, and annually thereafter, the Licensor 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 received by the Commonwealth. Such cancellation or change shall not relieve the Licensor of its continuing obligation to maintain insurance coverage in accordance with this section.

- (c) Insurance coverage length. The Licensor agrees to maintain such insurance for the life of any applicable purchase order issued pursuant to the Agreement.

24. Federal Requirements.

If applicable, in addition to the requirements set forth in [Section 14](#) of this Agreement, the Licensor 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 Licensed Products. This sign-off document, in addition to any applicable requirements of [Section 14](#) of this Agreement, will include a description of the required federal provisions, along with the applicable forms necessary for the Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the purchase order.

25. Signatures.

The fully executed Agreement may not contain ink signatures by the Commonwealth. In that event, the Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

26. Travel.

The Licensor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Agreement or Statement of Work. If not otherwise specified in the Agreement or Statement of Work, 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*.

27. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties. Other terms and conditions or additional terms and conditions included or referenced in the Licensor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be

disregarded by the parties, unenforceable by the Licensor and not binding on the Commonwealth.

28. 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.

29. Survival.

The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.

30. Waiver.

Failure to enforce any provision will not constitute a waiver.

31. Severability.

If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

32. Nonexclusive Remedy.

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

33. Integration.

This Agreement, including all Exhibits, Attachments and referenced documents, and any Purchase Orders referencing this Agreement, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of the Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes,

or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:

Licensor:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE OF ADMINISTRATION

See Section 25
Agency Head or Designee

APPROVED AS TO FORM AND LEGALITY:

See Section 25
Office of Chief Counsel

See Section 25
Office of General Counsel

See Section 25
Office of Attorney General

APPROVED:

See Section 25

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, the Licensor may add additional Licensed Products to this attachment by providing Commonwealth with a new copy of this [Attachment 1](#).

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement):

ATTACHMENT 2

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this [Attachment 2](#) 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 **two (2) business days**. 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

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 comply with [Attachment 2-B](#), SOC Reporting Requirements.

B. Security Requirements.

1. The Licensor shall conduct a third-party independent security/vulnerability 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 and services and provide access only to those staff 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 2-A](#), including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

C. 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 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.
5. The Licensor agrees to 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 a Licensor-owned electronic device.
6. 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.

D. Adherence to Policy.

1. The Licensor'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 Licensor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as [Attachment 2-A](#).
3. The Licensor 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 to the Commonwealth Software Reseller within **sixty (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 2-A

Information Technology Policies (ITPs) for Outsourced/Licensor(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

*Exhibit B, Attachment 2-A, Information Technology Policies (ITPs) for
Outsourced/Licensor(s)-hosted Solutions*

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_SEC013-Identity Protection and Access Management (IPAM) Architectural Standard and Identity Management Services	https://www.oa.pa.gov/Policies/Documents/itp_sec013.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_SEC020-Encryption Standards for Data at Rest	https://www.oa.pa.gov/Policies/Documents/itp_sec020.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 for Data in Transit	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_SEC037-Identity Proofing of Online Users	https://www.oa.pa.gov/Policies/Documents/itp_sec037.pdf
ITP_SEC038-Commonwealth Data Center Privileged User IAM Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec038.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 B, Attachment 2-A, Information Technology Policies (ITPs) for Outsourced/Licensor(s)-hosted Solutions

ATTACHMENT 2-B

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, an independent auditing firm to conduct each the following:
- (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;
 - (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 or contain Commonwealth Data; and
 - (iii) A SOC for Cybersecurity report with respect to controls used by the Contractor setting forth the description and effectiveness of the Contractor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

Pennsylvania's fiscal year begins July 1 and ends on June 30. Audits shall be submitted annually no later than July 31 of the current year. All reports shall reflect the conduct of the Contractor during the **12 months** of the Commonwealth's previous fiscal year, unless otherwise agreed to in writing by the Commonwealth.

- (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 additional SOC for Cybersecurity audits 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 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 calendar 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 3

COMMONWEALTH OF PENNSYLVANIA
SAMPLE BUSINESS ASSOCIATE AGREEMENT
(Business Associate Agreements as provided by Agencies may differ)

WHEREAS, the _____ (Covered Entity) and _____ (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 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) **“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.
- (c) **“HIPAA”** shall mean the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191.
- (d) **“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).

- (e) **“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.
- (f) **“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.
- (g) **“Security Rule”** shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (h) **“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.

The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement:

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

4. BUSINESS ASSOCIATE OBLIGATIONS.

- (a) **Limits on Use and Further Disclosure.** Business Associate shall not further use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity other than as permitted or required by this Addendum, as requested by Covered Entity, or as required by law and agency guidance.
- (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 Agreement. Appropriate safeguards shall include implementing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.
- (c) **Reports of Improper Use or Disclosure.** Business Associate hereby agrees that it shall report to _____ at _____, within **two (2) days** of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- (d) **Reports on Security Incidents.** In addition to following the breach notification requirements in section 13402 of the *Health Information Technology for Economic and Clinical Health Act of 2009* (“HITECH Act”), as amended, and related regulations, the Privacy Rule, the Security Rule, agency guidance and other applicable federal and state laws, Business Associate shall report to _____ at _____, **within two (2) days** of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance. For purposes of the security incident reporting requirement, inconsequential unsuccessful incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate, need not be reported in accordance with this section, but may instead be reported in the aggregate on a monthly basis.
- (e) **Subcontractors and Agents.** At any time PHI is provided or made available to Business Associate subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains substantially the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.

- (f) **Right of Access to PHI.** Business Associate shall allow, for any PHI maintained in a designated record set, Covered Entity to have access to and copy an individual's PHI within **five (5) business days** of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of such information, Business Associate must provide Covered Entity with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and Covered Entity. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within **five (5) business days**. Business Associate shall further conform with all of the requirements of 45 C.F.R. § 164.524 and other applicable laws, including the HITECH Act, as amended, related regulations and agency guidance. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this subsection 3(f).
- (g) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a written request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. § 164.526, applicable federal and state law, including the HITECH Act, as amended and related regulations, the Privacy Rule, the Security Rule and agency guidance. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within **five (5) business days**.
- (h) **Provide Accounting of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI made by Business Associate which are not excepted from disclosure accounting requirements under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule (all as amended) in accordance with 45 C.F.R. § 164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. 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, and the purpose of the disclosure. Business Associate shall make such record available to the Covered Entity within **five (5) business days** of a written request for an accounting of disclosures. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this subsection 3(h).
- (i) **Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health

plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.

- (j) **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the use or disclosure of PHI received from, or created or received, by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with applicable laws and agency guidance.
- (k) **Return or Destruction of PHI.** At termination of this Agreement, 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 Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement 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.
- (l) **Maintenance of PHI.** Notwithstanding subsection 3(k) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under the various documentation requirements of this Agreement (such as those in subsection 3(h)) for a period of **six (6) years** after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- (m) **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 Agreement or the Privacy Rule, as amended. 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 Agreement or applicable laws and agency guidance.
- (n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, applicable laws or agency guidance.
- (o) **Grounds for Breach.** Non-compliance by Business Associate with this Agreement or the Privacy or Security Rules, as amended, is a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-

compliance. Commonwealth may elect to terminate Business Associate's contract for such breach.

- (p) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- (q) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, 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 Agreement and applicable laws and agency guidance.
- (r) **Privacy Practices.** Covered Entity will provide Business Associate with all applicable forms, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Covered Entity. Covered Entity may change applicable privacy practices, documents and forms. The Business Associate shall make reasonable endeavors to implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in 45 C.F.R. § [164.520](#).

5. 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 applicable law and agency guidance, as well as changes to such notice. Covered Entity will post on its website any material changes to its notice of privacy practices by the effective date of the material change.
- (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 in writing of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § [164.522](#), as amended, and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (d) **Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule, all as amended, if done by Covered Entity.

6. MISCELLANEOUS.

- (a) **Regulatory References.** A reference in this Addendum to a section in HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule refers to the most current version of the section in effect or as amended.
- (b) **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time in order to ensure compliance with the requirements of the HIPAA, HITECH and related regulations, the Privacy Rule, the Security Rule and any other applicable law, all as amended.
- (c) **Conflicts.** In the event that any terms of this Agreement are inconsistent with the terms of the Agreement, then the terms of this Agreement shall control.

ATTACHMENT 4

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

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

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

1. Nature of Data implicated or potentially implicated:

2. Agency Policies to which Licensor. is subject (incorporated by reference):

3. Background checks (describe if necessary):

4. Additional requirements (describe with specificity):

5. Is Licensor 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: _____

[Licensor _____]
Authorized Signatory and Date: _____

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. Automated Accessibility Testing.

The Commonwealth and the Contractor have negotiated and agreed the Commonwealth will finance and procure licenses necessary to support the Commonwealth's enterprise solution for automated accessibility testing.

2. Accessibility SLA Severity Categorization and Remediation

The Commonwealth and the Contractor have negotiated and agreed to the following Accessibility SLA requirements:

- a. Establish a decision-making body to agree upon the appropriate solution when multiple options are available.
- b. Inform stakeholders of possible consequences when approving a design with accessibility issues.
- c. Use the following approaches to discover Accessibility issues:
 - i. Design reviews during the design process
 - ii. Testing during the development process
 - iii. Automated accessibility testing using the Level Access AMP tool
 - iv. Periodic scheduled audits to the web sites in production
- d. Categorize Accessibility issues according to severity level, as follows:
 - i. P1 – Critical Showstopper issue with no known workaround (critical content is not accessible)
 - ii. P2 – High severity issue with temporary, short-term workaround available (critical content is accessible via alternative path)
 - iii. P3 – Moderate severity issue with medium-term workaround available, but not ideal (content is accessible via alternative path and/or content is low-traffic)
 - iv. P4 – Low severity issue with long-term workaround available, improvements are nice-to-have (content is accessible, but not ideally accessible)
- e. Consider the following Roadmap to fix outstanding/lower severity issues:
 - i. The P1 to P4 Severity Level described in **3.d**.
 - ii. The origin of the Accessibility issue (e.g., if the Commonwealth introduces an Accessibility issue via content or approved design, the remedy timeframe will be longer than a case in which the Contractor introduces an Accessibility issue.)
 - iii. The usage and criticality of affected content, e.g., frequently accessed health, safety, or income related content on a high-traffic site vs. informational content of a low-traffic site.
- f. Perform audits – The Commonwealth and the Contractor will plan audits at a mutually agreeable time.

- 3. The Commonwealth and the Contractor have negotiated and agreed to work collaboratively to complete the Commonwealth's Cloud Use Case Review as a deliverable to be completed during Phase 1 of the Contract. The Commonwealth and the Contractor agree on the following changes to Technical Submittal, Section VI. Tasks, A. Transition Planning:**

- a. Add Requirement: Work with the Commonwealth Program Manager and the Enterprise Technology Services Office (ETSO) to evaluate options and select the optimal option for hosting PWP. Describe the selected option in **Appendix Y, Cloud Services Requirements**.
- b. Add Deliverable: Final version of **Appendix Y, Cloud Services Requirements** for selected Cloud option (provided COPA cloud solution is not utilized).

4. Agile and Iterative Practices.

The Commonwealth and the Contractor have negotiated and agreed that the PWP Program will be executed using “*agile and iterative practices*” which aspire to follow the best practices articulated by [The Digital Services Playbook — from the U.S. Digital Service \(cio.gov\)](https://playbook.cio.gov/#play4)¹. As such, the products (e.g., websites, applications, digital services, etc.) developed in Phase 3: Transformation, while functionally stable, will also be perpetually evolving in response to user feedback, evolving user needs, usage measurement, policy changes, technology advancements, political administration changes, stakeholder changes, etc. As such, the products developed, other than Specified Deliverables, will never be complete, stationary, or perpetually conform to static requirements documentation. Moreover, the Commonwealth and the Contractor agree to employ “test and learn” usability tests frequently to see how well a feature or service works and identify improvements iteratively.

5. Phase 1: Transition Completion Date.

The Commonwealth and the Contractor have negotiated and agreed that Phase 1: Transition will not be completed by the date 12/31/21 as listed in the original RFP. Phase 1: Transition will be completed prior to the expiration of the current vendor’s contract, provided there is at least 12 months after the PWP project start date and current vendor’s contract end date. If there is less than 12 months after the PWP project start and the current vendor’s contract end date, the Commonwealth and the Contractor will jointly assess the feasibility and timeline of Phase 1: Transition and agree on a mutually acceptable plan.

6. Phase 2: Assessment & Planning Deliverables.

The Commonwealth and the Contractor have negotiated and agreed that the Phase 2: Assessment & Planning Deliverables (i.e., Transformation Plan, Technology Plan, Training Plan) should continue to evolve during Phase 3: Transformation as new knowledge comes to light and user feedback is obtained while following the best practices articulated by [The Digital Services Playbook — from the U.S. Digital Service \(cio.gov\)](https://playbook.cio.gov/#play4)². Moreover, the Commonwealth and the Contractor agree that the overall PWP Program Plan, as represented by “APPENDIX B PWP OVERVIEW BY PHASE” in the RFP, will also continue to evolve and be updated during the life of the program based on any number of reasons including changes in priorities, funding, policies, user feedback, political administrations, etc. The Commonwealth and Contractor shall mutually agree to changes to, the overall program plan.

7. Payment Processing Not in Scope.

¹ <https://playbook.cio.gov/#play4>

² <https://playbook.cio.gov/#introduction>

The Commonwealth and the Contractor have negotiated and agreed, and for the avoidance of doubt, that payment processing of any kind, including the payment processing engine and associated software, operational processes, data storage and processing and resource staffing, is out of scope for this contract and the Contractor shall have no responsibilities or deliverables associated therewith. The Contractor shall work with those third parties responsible for payment processing as specified in the applicable statement(s) of work.

8. ITSM Tools and Processes.

The Commonwealth and the Contractor have negotiated and agreed, and for the avoidance of doubt, the Contractor will be onboarded with access to the Commonwealth's information technology service management (ITSM) tool (i.e., Service Now) to process ITSM-related transactions. The Commonwealth will finance and procure all software and/or SaaS licenses necessary to support the Commonwealth's ITSM tool (i.e., Services Now) and provide the Contractor sufficient licensed access to process all ITSM-related transactions for PWP services. Moreover, the Commonwealth and the Contractor shall work collaboratively during Phase 1: Transition to mutually agree and determine the details of how the Contractor shall adopt and utilize the Commonwealth's ITSM tool.

9. Service and Deliverable Cost Component Elasticity.

The Commonwealth and the Contractor have negotiated and agreed that estimated cost components from one Cost Component category (e.g., Deliverables, Ongoing Services, Transformation Services) may be used for another Cost Component category provided that the total estimated cost of all Cost Components remains unchanged. Moreover, the parties have negotiated and agreed that estimated costs for one Deliverable (e.g., Transformation Plan, Technology Plan, Training Plan) or Service Type (e.g., Content Management, Data Management, Service Desk, Quality and Sustainability) may be used for another Deliverable or Service Type provided that the total estimated cost of all Deliverables or Service Types in the aggregate remains unchanged.

10. Public Web Presence Content Ownership.

The Commonwealth and the Contractor have negotiated and agreed, and for the avoidance of doubt, the Commonwealth shall own and be solely responsible for the web content (e.g., messaging, text, copy, images, videos, PDFs, files of any format including Microsoft, Google and Apple, animations, etc.) hosted in the Commonwealth's Public Web Presence. Content and Documents provided by the Commonwealth, including but not limited to Word, Excel, PowerPoint, Adobe InDesign, and PDFs must comply with the revised Section 508 Standards, which includes PDF/Universal Accessibility (PDF/UA) (ISO 14289), and the latest version of WCAG. The Contractor will operationally and technically manage content provided by the Commonwealth and advise on accessibility considerations.

11. Business Product Owner.

The Commonwealth and the Contractor have negotiated and agreed that the Commonwealth will appoint an empowered Business Product Owner(s) for the Public Web Presence as articulated by [The Digital](#)

[Services Playbook: Play 6— from the U.S. Digital Service \(cio.gov\)](https://playbook.cio.gov/#play6)³. In summary, the Business Product Owner has the authority and responsibility to prioritize work elements; make business and product decisions; and be accountable for the success of the overall service or product. Business Product Owner(s) are ultimately responsible for how well the service or product meets the needs of its users. Business Product Owner(s) are responsible for prioritizing features that are built and managing and balancing the feature and technical debt backlogs. The Contractor may research, advise, and recommend product features and business decisions to assist the Business Product Owners with their final decisions and prioritizations.

12. Current State PWP.

The Commonwealth and the Contractor have negotiated and agreed that the Contractor is not responsible for any issues, errors, defects, omissions, missing content, bad hyperlinks, inadequate performance, data security issues, or any other insufficiency with the Current State Public Web Presence (PWP) to be transitioned during Phase 1: Transition and operated during Phase 2: Assessment & Planning. For the avoidance of doubt, any Current State insufficiency will not be addressed during Phase 1: Transition and may persist during Phase 2: Assessment & Planning, unless it can be easily addressed as part of On-going Operations and prioritized by the Business Product Owner and within the fixed capacity of the On-going Operations support team. Any Current State insufficiency will be assessed during Phase 2: Assessment & Planning and may be addressed as part of Phase 3: Transformation pending the outcome of the Phase 2 Deliverables (i.e., Transformation Plan, Technology Plan, Training Plan) and as prioritized by the Commonwealth Business Product Owner.

13. Phase 3: Transformation Services Hours Fixed Capacity.

The Commonwealth and the Contractor have negotiated and agreed, and for the avoidance of doubt, acknowledge that the number of Contractor hours for “Transformation Services” in Phase 3: Transformation was fixed by the Commonwealth RFP to a) Application Development: 1,200 hours/month and b) Application Maintenance, 1,500 hours/month. The Contractor shall provide Transformation Services in accordance with those Fixed-Capacity hours-effort constraints and will adjust product backlog(s), scope and deliverable(s) accordingly to fit within those fixed-capacity hours as prioritized by the Commonwealth Business Product Owner.

14. Distributed Working Environment.

The Commonwealth and the Contractor have negotiated and agreed that the combined Commonwealth and Contractor team and associated personnel shall perform the necessary work and produce the required deliverables using a physically distributed working environment. Contractor Key Personnel may travel to Commonwealth offices for specific meetings, working sessions and user research as needed to build relationships and perform the necessary work as requested by the Commonwealth Business Product Owner. The Contractor shall comply with Commonwealth travel policies (i.e., IT Terms & Conditions #18) and shall be reimbursed for travel expenses in accordance with that policy. The Commonwealth and the Contractor acknowledge that some personnel may be in time zones other than Eastern Standard Time (EST) and meeting times may be adjusted to work for all persons attending.

³ <https://playbook.cio.gov/#play6>

15. Personnel Qualifications & Certifications.

The Commonwealth and the Contractor have negotiated and agreed that it is in the mutual best interest of both parties to assign appropriately qualified personnel in order to successfully perform the necessary work and produce the required deliverables. The Commonwealth and the Contractor agree that appropriately qualified personnel may not have all of the Certifications detailed in Appendix C, III (c), but do have the body of knowledge and experience to perform the necessary work. The Commonwealth and the Contractor shall jointly and mutually determine if assigned personnel are appropriately qualified.

16. Native iOS and Android Apps.

The Commonwealth and the Contractor have negotiated and agreed that during Phase 1: Transition the Contractor “*shall assess the mobile iOS and Android apps developed by the current supplier and work with the Commonwealth to establish proper access to the Commonwealth’s Apple and Google Play stores.*” Additionally, during Phase 2: Assessment & Planning, the Contractor and the Commonwealth shall jointly assess the value and long-term viability of the current native iOS and Android apps and shall, jointly with the Commonwealth Business Product Owner, prioritize and plan for their Phase 3: Transformation into responsive web design (RWD) services that are device and OS agnostic. For the avoidance of doubt, the Contractor advises against device and/or OS specific websites, apps and services and recommends device and OS agnostic RWD services.

17. Service Desk Termination.

The Commonwealth and the Contractor have negotiated and agreed, and for the avoidance of doubt, that the Commonwealth “*reserves the right to terminate service desk services at any time during the term of this contract.*” However, the Commonwealth and the Contractor also agree that the Commonwealth shall provide the Contractor ninety days (90) prior written notice of such termination to allow for proper transition of services in accordance with the transition services provisions in Exhibit A, and re-allocation of the Service Desk personnel who have been assigned to PWP.

18. Language Access.

The Commonwealth and the Contractor have negotiated and agreed that in Phase 2: Assessment & Planning, an assessment will be made, in collaboration with the Commonwealth, to select a real-time translation service that Adobe AEM explicitly supports. The jointly selected real-time translation service will be integrated with AEM by using either connectors or APIs or both. Any manual translation intervention that may be needed for content reviews and approvals will need to be handled through the Commonwealth’s resources or separately contracted. For any Chatbots or Virtual Assistants that may be built in Phase 3: Transformation, these platforms will need to be either directly integrated to the selected translation service or their content needs to be hosted in AEM, which then uses the selected translation service. This architectural decision will be made during Phase 2: Assessment & Planning in collaboration with the Commonwealth.

19. Less Common Device Support.

The Commonwealth and the Contractor have negotiated and agreed that the Contractor “*shall ensure that digital content is designed with universal or alternate access methods to accommodate Internet access via various devices.*” However, support for less common devices (i.e., devices other than desktop, laptop, tablet and mobile smartphone) shall be jointly assessed during Phase 2: Assessment & Planning and prioritized in the product backlog by the Commonwealth Business Product Owner for consideration during Phase 3: Transformation. It is anticipated that any self-service kiosks will be enabled via a tablet-based solution.

20. Chatbots and Virtual Assistants.

The Commonwealth and the Contractor have negotiated and agreed that “*In Phase Two, the [Contractor] shall provide options to support...Chatbots or virtual assistants leveraging real-time translation services to answer questions and guide users.*” However, any such chatbot and virtual assistant functionality, including language translation services, shall be jointly assessed during Phase 2: Assessment & Planning and prioritized in the product backlog by the Commonwealth Business Product Owner for consideration during Phase 3: Transformation.

21. Reports and Project Control.

The Commonwealth and the Contractor have negotiated and agreed that since the program will be run using “*agile and iterative practices*” described above and further articulated by the [Manifesto for Agile Software Development \(agilemanifesto.org\)](https://agilemanifesto.org/)⁴ that many of the “Reports and Project Controls” specified in Section VII of Appendix C are not appropriate. Specifically, the Work Plan and Time Management plan as described will not be utilized, and potentially others as well. For the avoidance of doubt, the Commonwealth and the Contractor have negotiated and agreed that during Phase 1: Transition that the Commonwealth and the Contractor shall work together and agree on the appropriate Project & Program Management tools, processes and reports that support “*agile and iterative practices*” such as a backlog of stories, acceptance criteria, release plan, sprint plans, program increment (PI) planning, etc.

22. Knowledge Transfer.

The Commonwealth and the Contractor have negotiated and agreed that any and all “Knowledge Transfer” activities and requirements are best positioned for success as continuous activities parallel to on-going operations and transformation activities, rather than discrete activities at the end of a phase of work. Ideally, The Commonwealth and the Contractor will engage in a collection of multi-disciplinary “[Pods](#)”⁵ that are not only a mix of technical, operational, and business (policy & content) resources, but also a blend of Commonwealth and Contractor resources to facilitate continuous Knowledge Transfer.

23. Future Commonwealth PWP Branding.

⁴ <https://agilemanifesto.org/>

⁵ <https://www.fdmgroup.com/advantages-of-working-with-agile-pod-teams/>

The Commonwealth and the Contractor have negotiated and agreed that during Phase 2: Assessment & Planning, that Contractor will design a singular branding concept for the entire Commonwealth PWP with an emphasis on achieving customer service transformation (CST) objectives and adhering to accessibility requirements while also respecting design and branding for existing Web Presence services that may persist through the Transformation such as Keystone Login. Moreover, this branding concept will leverage and default to best practice for public sector websites such as [USWDS: The United States Web Design System \(digital.gov\)](https://designsystem.digital.gov/)⁶ and [Home – GOV.UK Design System \(design-system.service.gov.uk\)](https://design-system.service.gov.uk/)⁷. For the avoidance of doubt, the Commonwealth and the Contractor have negotiated and agreed that individual departments and agencies will not have separate branding requirements or implementations that deviate from the overall singular Commonwealth PWP branding guidelines, which will be derived from industry best practices.

24. Artificial Intelligence (AI) and Behavioral Tracking.

The Commonwealth and the Contractor have negotiated and agreed that “*the Commonwealth also wants to implement features such as Artificial Intelligence (AI), journey mapping, repetitive process automation, and behavioral tracking to support a better understanding of citizen needs and continue to produce the most effective set of multi-channel interactions possible.*” However, for the avoidance of doubt, the Commonwealth and the Contractor further agree that the Contractor can “*provide such capabilities, based on mutual agreement during phases two and three*” and as prioritized in the product backlog by the Commonwealth Business Product Owner for consideration during Phase 3: Transformation. Moreover, the parties further agree any “*behavioral tracking*” that may be implemented in Phase 3: Transformation will comply with applicable data privacy laws as confirmed by the Commonwealth Business Product Owner and appropriate Commonwealth legal counsel.

25. Service Desk Scope and Personnel Attributes.

The Commonwealth and the Contractor have negotiated and agreed that in the context of the Service Desk (i.e., “*Single point of contact with Commonwealth users and technical staff to report incidents for the Public Web Presence service components provided by the [Contractor]*”) that “*Commonwealth users and technical staff*” refers to Commonwealth employees (and/or persons contracted by the Commonwealth) responsible for the business content of Commonwealth websites and applications (approximately hundreds of people) and does not refer to citizens, residents or visitors of the Commonwealth utilizing Commonwealth services (millions of people). As such, the Attributes of Service Desk personnel listed in Appendix C, Section O. 4. a→h shall be taken in that narrower scope of potential “customers” (i.e., hundreds of Commonwealth employees) that need to be serviced rather than the broader and more diverse population of the entire Commonwealth (i.e., 10+ million people). However, at the direction of the Commonwealth Business Product Owner, the Contractor shall preserve the existing on-line service where users can [Report Broken Links and Misinformation | PA.GOV](https://www.pa.gov/report-broken-links-and-misinformation/)⁸

⁶ <https://designsystem.digital.gov/>

⁷ <https://design-system.service.gov.uk/>

⁸ <https://www.pa.gov/report-broken-links-and-misinformation/>

26. Proprietary Technology Governance.

The Commonwealth and the Contractor have negotiated and agreed that the Contractor will not deploy any proprietary technology without the express written permission of the Commonwealth. Moreover, the Commonwealth and the Contractor further agree that all technology choices shall be made jointly and with close collaboration.

27. Transition of Public Facing Websites.

The Commonwealth and the Contractor have negotiated and agreed, pursuant to Technical Demo Clarification Questions response document dated 3-8-21 and Cost Clarification letter dated 3-16-21, that the Contractor has “*outlined three options for migrating the Commonwealth’s websites from the current vendor’s hosting to a new hosting environment. The estimated cost for each of those options are subject to discovery of the current vendor’s hosting infrastructure and interactive consultation with Commonwealth of PA stakeholders on the desired migration path.*” Since the Commonwealth currently does not host the Current State PWP environment, the Commonwealth and the Contractor shall embark on a mutual discovery of the Current State PWP environment and jointly and collaboratively decide on a migration path during Phase 1: Transition.

EXHIBT C

Copy of Response Publicis Sapient BAFO Cost Submittal Consistent with 3-26-2021 Cost Clarification Letter (3-29-2021)

INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

1. The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.
2. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.
3. 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.

OFFEROR INFORMATION (Tab 2)

1. Select the Offeror Information Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. The Offeror contact information from Tab 2 will populate on Tabs 3-8.
4. The Cost Submittal will be evaluated for the Base Term of the Contract (4 years) ONLY.

COST SUBMITTAL SUMMARY AND BREAKDOWN (Tab 3 through Tab 6)

1. Tab 3 Summary requires no data entry. This worksheet will automatically calculate based on the entries in Tabs 4 - 6.
2. In Tabs 4, 5 and 6 Offeror must provide costs in all cells highlighted in yellow.
3. If the Offeror does not provide an entry in a yellow cell, a zero dollar amount will be calculated.
4. Formulas are embedded in the worksheets. Offerors should not attempt to unlock cells.

INVITED OPTIONS (Tab 7)

1. Invited Options are products or services requested by the Commonwealth. Costs for Invited Options will not be evaluated as part of the RFP scoring process.
2. Invited Options will be exercised at the sole discretion of the Commonwealth.

OFFERED OPTIONS (Tab 8)

1. Offered Options are products or services proposed by an Offeror to add value to the existing RFP services.
2. Costs for Offered Options will not be evaluated as part of the RFP scoring process.

The Offeror should apply the initial contract term cost reflected on Tab 3 Summary to the Small and Small Diverse Business Participation Submittals and Letter(s) of Intent (LOI). This initial contract term total is to be used as the basis for calculating/converting your proposed percentage of participating commitment into dollars and cents on the LOI.

NOTE:

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.

OFFEROR INFORMATION

OFFEROR NAME		CONTACT PERSON	
Publicis Sapient		James Kessler	
OFFEROR ADDRESS		EMAIL ADDRESS	
40 Water Street		[REDACTED]	
Boston, MA 02119		PHONE NUMBER	FAX NUMBER
		[REDACTED]	
		SAP VENDOR NO.	FEDERAL ID OR SSN
		[REDACTED]	[REDACTED]

COST SUMMARY - RFP #6100050631: PUBLIC WEB PRESENCE

Offeror Name	Publicis Sapiant
Offeror Vendor Number	[REDACTED]
Offeror Federal ID #	[REDACTED]

BASE YEARS 1-4 COST COMPONENTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEARS 1-4
Deliverables	[REDACTED]				
Ongoing Services					
Transformation Services					
TOTAL COST, BASE YEARS					\$37,814,693

RENEWAL YEARS 5-6 COST COMPONENTS	YEAR 5	YEAR 6	YEARS 5-6
Deliverables	[REDACTED]		
Ongoing Services			
Transformation Services			
TOTAL COST, RENEWAL YEARS		\$5,045,065	\$10,090,131

TOTAL PWP COST ALL YEARS **\$47,904,824**

DELIVERABLES - RFP #6100050631: PUBLIC WEB PRESENCE	
Offeror Name	Publicis Sapient
Offeror Vendor Number	
Offeror Federal ID #	

TOTAL DELIVERABLE COSTS	Base Years			
	Year 1	Year 2	Year 3	Year 4
DELIVERABLE/TASK				
Deliverable 1 (Task VI. A.), Transition Plan approved by CoPA Program Manager				
Deliverable 2 (Task VI. B.), Fully migrated Commonwealth web site approved by the CoPA Program Manager				
Deliverable 3 (Task VI. C.), Transformation Plan approved by the Commonwealth Program Manager				
Deliverable 4 (Task VI. C.), Technology Plan approved by the Commonwealth Program Manager				
Deliverable 5 (Task VI. C.), Training Plan				
Deliverable 6 (Task VI. D.), Web content reengineered to proposed CMS				
Deliverable 7 (Task VI. E.), Training classes with flexible delivery format, i.e., virtual instructor-led, on-demand webinars or in person				
Deliverable 8 (Task VI. E.), Training artifacts, including but not limited to, User Guides, Fact Sheets, Enhancements Bulletins and Online Modules				
Deliverable 9 (Task VI. F.), Turnover Technology Plan approved by the Commonwealth Program Manager				
Deliverable 10 (Task VI. F.), Final Report approved by the Commonwealth Program Manager				
TOTAL DELIVERABLE COSTS BY YEAR				\$675,000

TOTAL DELIVERABLE COST, BASE YEARS \$2,990,000

ONGOING SERVICES - RFP 6100050631: PUBLIC WEB PRESENCE

Offeror Name		Publicis Sapient
Offeror Vendor Number		
Offeror Federal ID #		

OFFERORS WILL PROVIDE INPUT IN YELLOW CELLS ONLY.

BASE YEARS 1-4: MONTHLY COST

Service Type	Year 1 Monthly Cost	Year 1 Cost	Year 2 Monthly Cost	Year 2 Cost	Year 3 Monthly Cost	Year 3 Cost	Year 4 Monthly Cost	Year 4 Cost	TOTAL COST BASE YEARS
Content Management									
Data Management									
Service Desk									
Quality and Sustainability									
BASE YEARS COST, ONGOING SERVICES									\$15,701,493

RENEWAL YEARS 5-6: ANNUAL COST

Service Type	Year 5 Monthly Cost	Year 5 Cost	Year 6 Monthly Cost	Year 6 Cost	TOTAL COST RENEWAL YEARS
Content Management					
Data Management					
Service Desk					
Quality and Sustainability					
RENEWAL YRS. COST, ONGOING SERVICES					\$4,906,131

TRANSFORMATION SERVICES - RFP #6100050631: PUBLIC WEB PRESENCE	
Offeror Name	Publicis Sapient
Offeror Vendor Number	
Offeror Federal ID #	

Offerors shall provide a blended hourly rate for the services below that are described in *Appendix J, PWP Service Catalog*.
 Offerors shall provide rate card information to accommodate Work Orders for services defined during the Contract term.

SERVICE CATALOG, BASE YEARS	YEAR 1 BLENDED HOURLY RATE	YEAR 1 ANNUAL COST	YEAR 2 BLENDED HOURLY RATE	YEAR 2 ANNUAL COST	YEAR 3 BLENDED HOURLY RATE	YEAR 3 ANNUAL COST	YEAR 4 BLENDED HOURLY RATE	YEAR 4 ANNUAL COST	BASE YEARS TOTAL COST
Application Development, blended hourly rate for estimate of 1200 hours/month									
Application Maintenance, blended hourly rate for estimate of 1500 hours/month									
COST BY YEAR									
TRANSFORMATION SERVICES COST, BASE YEARS									\$19,123,200

SERVICE CATALOG, RENEWAL YEARS	YEAR 5 BLENDED HOURLY RATE	YEAR 5 ANNUAL COST	YEAR 6 BLENDED HOURLY RATE	YEAR 6 ANNUAL COST	YEARS 5 & 6 TOTAL COST
Application Development, blended hourly rate for estimate of 1200 hours/month					
Application Maintenance, blended hourly rate for estimate of 1500 hours/month					
COST BY YEAR					
TRANSFORMATION SERVICES COST, RENEWAL YEARS					\$5,184,000

RATE CARD, ALL YEARS						
Role	Yr. 1 Hourly Rate	Yr. 2 Hourly Rate	Yr. 3 Hourly Rate	Yr. 4 Hourly Rate	Yr. 5 Hourly Rate	Yr. 6 Hourly Rate
Client Account Manager						
Project Manager						
SharePoint Farm Administrator						
SharePoint Site Collection Administrator						
Lead WordPress Developer						
Product Architect						
Data Management Administrator						
Director of Digital Accessibility						
Director of User Experience						
Quality Assurance Analyst						
Developer						
Snr Developer						
Lead Developer						
Developer WTO ODC						
Snr Developer WTO ODC						
Lead Developer WTO ODC						
Business Analyst						
Training Lead						
Training Developer						
Lead Security and Controls						
Scrum Master / Tech lead WTO ODC						
Training Developer WTO ODC						
Snr Quality analyst WTO ODC						

Offeror Name	Publicis Sapient
Offeror Vendor Number	[REDACTED]
Offeror Federal ID #	[REDACTED]

Invited Options are products and services requested by the Commonwealth. Offerors shall provide costs for all Invited Options. The Commonwealth will NOT evaluate Invited Options costs as part of the RFP scoring process. Invited Options will be exercised at the sole discretion of the Commonwealth.

INVITED OPTIONS - RFP 6100050631: PUBLIC WEB PRESENCE

INVITED OPTIONS BASE YEARS 1-4						
HOSTING OPTIONS	Year 1 Cost		Year 2 Cost	Year 3 Cost	Year 4 Cost	TOTAL COST YEARS 1-4
	Monthly	One Time	Monthly	Monthly	Monthly	
1. Offeror/subcontractor hosted						
Hosting, Monthly						
Hosting, Initiation						
TOTAL ANNUAL COSTS						\$584,683
2. Hybrid scenario using the Offe						
Hosting, Monthly						
Hosting, Initiation						
TOTAL ANNUAL COSTS						\$0
3. Hybrid scenario using the Com						
Hosting, Monthly						
Hosting, Initiation						
TOTAL ANNUAL COSTS						\$0

INVITED OPTIONS RENEWAL YEARS			
HOSTING OPTIONS	Year 5 Cost	Year 6 Cost	TOTAL YRS 5-6
	Monthly	Monthly	
1. Offeror/subcontractor hosted			
Hosting, Monthly			
TOTAL ANNUAL COSTS			\$404,552
2. Hybrid scenario using the Offe			
Hosting, Monthly			
TOTAL ANNUAL COSTS			\$0
3. Hybrid scenario using the Com			
Hosting, Monthly			
TOTAL ANNUAL COSTS			\$0

OFFERED OPTIONS - RFP 6100050631: PUBLIC WEB PRESENCE

OFFERED OPTIONS (V.W. Value-Added Services)	UNIT COST
Adobe Premier Support	[REDACTED]
Value-Added Services Description	
Value-Added Services Description	
Value-Added Services Description	
Value-Added Services Description	
Value-Added Services Description	
Value-Added Services Description	
Value-Added Services Description	
Value-Added Services Description	

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 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** 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 incomplete as of the bid or proposal due date and time shall not be counted towards the SDB participation goal. Offerors cannot use self-certified SBs that do not have their SDB verification as of the bid or proposal due date and time to meet 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>

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INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm 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.

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 a prime bidder or offeror on a procurement may receive credit towards the SDB Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% SDB participation goal. An SDB prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% SDB participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet SDB participation goal. Failure to satisfy the remaining 5% SDB participation goal or failure to obtain a Good Faith Efforts waiver for the

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

unmet portion of the SDB participation goal will result in rejection of that SDB prime's bid or proposal as nonresponsive.

2. For an SDB prime bidder or offeror to receive credit for self-performance, the SDB prime bidder or offeror must list itself in the **SDB Utilization Schedule (SDB-3)**.
3. The SDB prime bidder or offeror must also include the classification category (MBE, WBE, LGBTBE, DOBE, and/or SDVBE) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the SDB participation goal not met through the SDB prime bidder or offeror's self-performance, the SDB bidder or offeror must also identify on the **SDB Utilization Schedule (SDB-3)** the other SDB subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

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.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its SDB Participation Submittal (SDB-2) a letter of commitment (LOC) (SDB-3-1) for each subcontractor included in its SDB Utilization Schedule (SDB-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the SDB; and
 - b. A description of the services or supplies the SDB will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the SDB will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for SDB participation; and
 - e. The name, address, and telephone number of the primary contact person for the SDB; and
 - f. Signatures of representatives of both the Bidder/Offeror and the SDB subcontractor who are authorized to contractually bind their firm.

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

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 **SDB Participation Submittal (SDB-2)**;
 - b. Failure to submit an **SDB Utilization Schedule (SDB-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** SDBs that will be used to meet the SDB participation goal, unless the bidder or offeror's commitments to other DGS-verified SDBs meet or exceed the SDB Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the SDB participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS SDB verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the SDB participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

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 add additional SDBs or make material changes as part of its clarifications or corrections in order to meet the SDB participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **SDB Participation Submittal (SDB-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **SDB Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **SDB Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **SDB Participation Submittal** was not submitted.

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 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 (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

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 the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

**SDB-3
SDB UTILIZATION SCHEDULE**

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor (add additional Letters of Commitment as necessary).

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Associated Dollar Value of Commitment
Name: ABC.IT.Solutions SAP Vendor Number: 123456 SDB Verification Number: 123456-2016-09-SB-M	MBE	IT staffing resources	%	\$
Name: LingaTech SAP Vendor Number: [REDACTED] SDB Verification Number: [REDACTED]	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE	IT staffing resources for PA PWP	12 %	\$ 4,537,763
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % SDB commitment: 12	Total \$ amount: \$ 4,537,763

**SDB-3-1
LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: 6100050631

Solicitation Name: Public Web Presence

	Bidder/Offeror Information	SDB Information
Name	Publicis Sapient	LingaTech
Address	40 Water Street, Boston, MA 02109	3800 Market Street, Camp Hill, PA
Point of Contact	James Kessler	Kathir Ramalingham
Telephone number	[REDACTED]	[REDACTED]
Email address	[REDACTED]	[REDACTED]

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies 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:

IT Staffing Resources for PA PWP

Services or supplies the SDB will provide:

Specific Time Frame the SDB will provide the services or supplies:

Percentage Commitment. These services or supplies represent 12 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$ 4,537,763 during the initial contract term.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Acknowledged

James E. Kessler

Primajoy E. Ramalingam

Printed name

Printed name

[REDACTED]

[REDACTED]

Signature
Bidder/Offeror Point of Contact Name

Signature
SDB Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

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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**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. 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"/> LGTBTE <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 checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGTBTE <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: Linga Tech		<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.

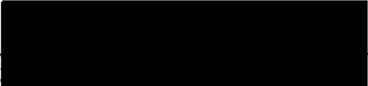
(Signature)  Senior Vice President 4/5/21
(Title) (Date)

Exhibit E

VBE-1

**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

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.

The following instructions also include details for completing the VBE Utilization Schedule (VBE-3), which Bidders or Offerors must submit for any portion of the VBE participation goal the Bidder or Offeror commits to meeting.

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** 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, including an VBE prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the VBE Utilization Schedule (VBE-3).** A firm whose VBE verification is pending or incomplete as of the bid or proposal due date and time shall not be counted towards the VBE participation goal. Offerors cannot use self-certified SBs that do not have their VBE verification as of the bid or proposal due date and time to meet 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 SMALL DIVERSE BUSINESS (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as identified for the solicitation.

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/offers or subcontractors. A Bidder/Offeror that qualifies as an 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. An VBE firm participating as a prime bidder or offeror on a procurement may receive credit towards the VBE Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% VBE participation goal. An VBE prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% VBE participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet VBE participation goal. Failure to satisfy the remaining 5% VBE participation goal or failure to obtain a Good Faith Efforts waiver for the unmet portion of the VBE participation goal will result in rejection of that VBE prime's bid or proposal as nonresponsive.

VBE-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

2. For an VBE prime bidder or offeror to receive credit for self-performance, the VBE prime bidder or offeror must list itself in the **VBE Utilization Schedule (VBE-3)**.
3. The VBE prime bidder or offeror must also include the classification category (Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the VBE participation goal not met through the VBE prime bidder or offeror's self-performance, the VBE bidder or offeror must also identify on the **VBE Utilization Schedule (VBE-3)** the other VBE subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

IV. Calculating VBE participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an 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.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its VBE Participation Submittal (VBE-2) a letter of commitment (LOC) (VBE-3-1) for each subcontractor included in its VBE Utilization Schedule (VBE-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the VBE; and
 - b. A description of the services or supplies the VBE will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the VBE will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for VBE participation; and
 - e. The name, address, and telephone number of the primary contact person for the VBE; and
 - f. Signatures of representatives of both the Bidder/Offeror and the VBE subcontractor who are authorized to contractually bind their firm.

VBE-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

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 an **VBE Utilization Schedule (VBE-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** VBEs that will be used to meet the VBE participation goal, unless the bidder or offeror's commitments to other DGS-verified VBEs meet or exceed the VBE Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the VBE participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS VBE verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the VBE participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

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 add additional VBEs or make material changes as part of its clarifications or corrections in order to meet the VBE participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **VBE Participation Submittal (VBE-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **VBE Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **VBE Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **VBE Participation Submittal** was not submitted.

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 have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

I am requesting a partial 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 the total 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 bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

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 bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

**VBE-3
VBE UTILIZATION SCHEDULE**

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a Letter of Commitment (VBE-3-1) for each VBE subcontractor (add additional Letters of Commitment as necessary).

VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification)	Type of VBE (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by VBE bidder/offeror)	Associated Dollar Value of Commitment
Name: ABC IT Solutions SAP Vendor Number: 123456 VBE Verification Number: 123456-2016-09-SB-M	MBE	IT staffing resources	%	\$
Name: Intelligence Systems Group, LLC SAP Vendor Number: [REDACTED] VBE Verification Number: [REDACTED]	<input checked="" type="checkbox"/> VBE <input type="checkbox"/> SDVBE	IT Staffing Resources for PA PWP	3 %	\$ 1,134,441
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % VBE commitment: 3	Total \$ amount: \$ 1,134,441

**VBE-3-1
LETTER OF COMMITMENT**

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: 6100050631

Solicitation Name: Public Web Presence

	Bidder/Offeror Information	VBE Information
Name	Publicis Sapien	Intelligence Systems Group, LLC
Address	40 Water Street, Boston, MA 02109	2684 Gloucester Drive, Pittsburgh, PA 15241
Point of Contact	James Kessler	Eric Hoffman
Telephone number	[REDACTED]	[REDACTED]
Email address	[REDACTED]	[REDACTED]

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies 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:

IT staffing services for PA PWP

Services or supplies the VBE will provide:

Specific Time Frame the VBE will provide the services or supplies:

Percentage Commitment. These services or supplies represent 3 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$ 1,134,441 during the initial contract term.

VBE verified. By signing below, the VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Acknowledged

James E. Kessler

Eric J. Hoffman

Printed name

Printed name

[REDACTED]

[REDACTED]

Signature

Bidder/Offeror Point of Contact Name

VBE Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
DIVERSE BUSINESS (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 SMALL
DIVERSE BUSINESS (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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- (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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- (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 SMALL
DIVERSE BUSINESS (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.
	<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.

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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. VBEs used to meet the VBE participation goal must be listed on the **VBE Utilization Schedule (VBE-2)**.

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: <input type="checkbox"/> VBE <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 VBE <input type="checkbox"/> Used non-VBE <input type="checkbox"/> Self performing
VBE Name: <input type="checkbox"/> VBE <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 VBE <input type="checkbox"/> Used non-VBE <input type="checkbox"/> 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: Intelligence Systems Group, LLC		<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)

Exhibit F

Event Summary - Public Web Presence (PWP)

Type	Request for Proposal	Number	6100050631
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	IT	Exported on	1/12/2021
Exported by	John Weikle	Estimated Value	-
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Disallow	Use Panel Questionnaire	Yes
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes


Enter a short description for this public event

The Commonwealth is seeking to acquire services to migrate, develop, manage and support agency websites and applications known as Public Web Presence (PWP).

Commodity Codes

Commodity Code	Description
81110000	Computer services
43200000	Components for information technology or broadcasting or telecommunications
43210000	Computer Equipment and Accessories
43220000	Data Voice or Multimedia Network Equipment or Platforms and Accessories
43230000	Software

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	11/9/2020 4:00 PM EST
Close	1/11/2021 4:00 PM EST
Sealed Until	1/11/2021 4:00 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	12/3/2020 4:00 PM EST

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 is seeking to acquire services to transition, support, assess, plan, and transform Commonwealth websites and applications known as Public Web Presence (PWP).

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

6. Small Diverse Business and Veteran Business Enterprise 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 – 12%

VBE – 3%

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 – Monday, November 16, 2020 at 10:00 AM ET.

An RSVP to the SDB and VBE Goal Information Session is due via email to John Weikle ra-gsitprocurement@pa.gov Thursday November 12, 2020 by 5:00 pm 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. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. 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 Wavier 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. Non-Disclosure Agreement. Offerors are required to submit a completed and signed **Appendix BB, Non-Disclosure Agreement**, before access to the appendices marked "restricted from public disclosure" will be granted. The Issuing Office will accept the signed Non-Disclosure Agreement electronically via email at ra-gsitprocurement@pa.gov with the subject line "**RFP #6100050631 Non-Disclosure Agreement.**" Appendix BB, Non-Disclosure Agreement, is attached to this RFP in the **Buyer Attachments** section.

18. Distribution, Access To, and Disposal of Materials. Offerors that have executed and submitted a Non-Disclosure Agreement will be provided access to identified appendices containing comprehensive information on Commonwealth processes. The Offeror will receive the appendices through a secure email message from the Issuing Officer.

19. Oral Presentations. Offerors may be required to present their proposed solution as it relates to the requirements of the RFP. Presentations will be tentatively scheduled between **February 26,**

2021 and March 4, 2021. Offerors will be notified of schedule and provided the final presentation outline no less than two weeks in advance of the scheduled demonstrations. This is subject to change.

20. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP. The maximum page length of the Offeror technical submittal may not exceed 165 pages. The page limit excludes the appendices. The Offeror may not alter the text font, size, margins, or any other formatting to fit more into their proposal.

21. 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.

22. Prime Contractor Responsibilities. The selected Offeror must perform the largest percentage of work as compared to subcontractors and suppliers. 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 regarding all contractual matters.

23. 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).

24. 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.

25. 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.

26. Term of Contract. The term of the contract will commence on the Effective Date and will end four (4) years with two (2) 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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: Technical/Solution Requirements, Offeror/Personnel Qualifications, Soundness of Approach, and Oral Presentation. 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](#)

33. 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](#).

34. 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.

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

11.24.20 Technical Submittal.docx	11.24.20 Technical Submittal.docx	../Attachments/11.24.20 Technical Submittal.docx
Appendix A, Commonwealth Enterprise Architecture Framework.pdf	Appendix A Commonwealth Enterprise Architecture Framework.pdf	../Attachments/Appendix A Commonwealth Enterprise Architecture Framework.pdf
Appendix B, PWP Overview by Phase 11.25.20.pptx	Appendix B PWP Overview by Phase 11.25.20.pptx	../Attachments/Appendix B PWP Overview by Phase 11.25.20.pptx
Appendix C, Offeror Project Reference.docx	Appendix C Offeror Project Reference.docx	../Attachments/Appendix C Offeror Project Reference.docx
Appendix D, Personnel Summary Matrix.docx	Appendix D Personnel Summary Matrix.docx	../Attachments/Appendix D Personnel Summary Matrix.docx
Appendix E, Customer Service Transformation Principles.pdf	Appendix E Customer Service Transformation Principles.pdf	../Attachments/Appendix E Customer Service Transformation Principles.pdf
Appendix F, PWP RACI Matrix Example.docx	Appendix F PWP RACI Matrix Example.docx	../Attachments/Appendix F PWP RACI Matrix Example.docx
Appendix G, Offeror Engagement Matrix.pdf	Appendix G Offeror Engagement Matrix.pdf	../Attachments/Appendix G Offeror Engagement Matrix.pdf
Appendix H, Governance Operating Concept Template.pdf	Appendix H Governance Operating Concept Template.pdf	../Attachments/Appendix H Governance Operating Concept Template.pdf
Appendix H, Governance Operating Concept Template.pdf	Appendix H Governance Operating Concept Template(1).pdf	../Attachments/Appendix H Governance Operating Concept Template(1).pdf
Appendix I, Meeting Agenda and Notes Template.pdf	Appendix I Meeting Agenda and Notes Template.pdf	../Attachments/Appendix I Meeting Agenda and Notes Template.pdf
Appendix J, PWP Service Catalog.pdf	Appendix J PWP Service Catalog.pdf	../Attachments/Appendix J PWP Service Catalog.pdf
Appendix K, Cost Submittal 11.23.20.xlsx	Appendix K Cost Submittal 11.23.20.xlsx	../Attachments/Appendix K Cost Submittal 11.23.20.xlsx
Appendix L - R, Restricted Appendices Notice.pdf	Appendix L - R Restricted Appendices Notice.pdf	../Attachments/Appendix L - R Restricted Appendices Notice.pdf
Appendix S, Inventory of Sites and Custom Applications.pdf	Appendix S Inventory of Sites and Custom Applications.pdf	../Attachments/Appendix S Inventory of Sites and Custom Applications.pdf
Appendix T, Express Forms Metrics.pdf	Appendix T Express Forms Metrics.pdf	../Attachments/Appendix T Express Forms Metrics.pdf
Appendix U, IT_Contract Terms_and_Conditions.docx	Appendix U IT_Contract Terms_and_Conditions.docx	../Attachments/Appendix U IT_Contract Terms_and_Conditions.docx
Appendix V, PWP Data Management Program Strategy.pdf	Appendix V PWP Data Management Program Strategy.pdf	../Attachments/Appendix V PWP Data Management Program Strategy.pdf
Appendix W, Current State.pdf	Appendix W Current State.pdf	../Attachments/Appendix W Current State.pdf
Appendix X, Non-Commonwealth Hosting Requirements.docx	Appendix X Non-Commonwealth Hosting Requirements.docx	../Attachments/Appendix X Non-Commonwealth Hosting Requirements.docx
Appendix Y, Cloud Services Requirements.docx	Appendix Y Cloud Services Requirements.docx	../Attachments/Appendix Y Cloud Services Requirements.docx
Appendix Z, Definitions.pdf	Appendix Z Definitions.pdf	../Attachments/Appendix Z Definitions.pdf
Appendix AA, PDAA Assessment.docx	Appendix AA PDAA Assessment.docx	../Attachments/Appendix AA PDAA Assessment.docx
Appendix BB, Non-Disclosure Agreement.docx	Appendix BB Non-Disclosure Agreement.docx	../Attachments/Appendix BB Non-Disclosure Agreement.docx
SDB and VBE Goal Information Session Slide Deck	Pre proposal 6100050631 Public Web Presence .pptx	../Attachments/Pre proposal 6100050631 Public Web Presence .pptx
RSVP Public Web SDB Meeting.xlsx	RSVP Public Web SDB Meeting.xlsx	../Attachments/RSVP Public Web SDB Meeting.xlsx

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

Vision

Pennsylvania state government is committed to serving the citizens of our Commonwealth. In the 21st century, serving our citizens means providing easy-to-use services and support online, by phone, in person, and through emerging technologies.

I. Project Overview

A. Purpose

The purpose of this Technical Submittal is to specify the services required to manage a subset of the Public Web Presence (PWP) for the Commonwealth of Pennsylvania (Commonwealth). The PWP is comprised of various Commonwealth agency websites and applications.

The Commonwealth established an agreement for eGovernment in 2012. The period of performance with the current Offeror ends November 30, 2022, or sooner with appropriate notification. This Technical Submittal will continue some services covered in the previous [contract #4400010625](#) while including the goals of the following referenced executive orders.

1. [2019-04 - Establishing a "Citizen-First" government and Promoting Customer Service Transformation.](#) Refer to **I. B. Customer Service Transformation**
2. [2016-07 – Open Data, Data Management and Data Governance.](#) Refer to **Appendix V, PWP Data Management Program Strategy** for applicability to PWP.
3. [2018-01 – Governor’s Office of Performance Through Excellence](#) as amended in September 2020 calls for the measuring and improving customer experience through multiple channels, such as online, with the Commonwealth services. **Refer to V. B. 3. Customer Satisfaction Survey** for applicability to PWP.

B. Customer Service Transformation

In 2019, the Commonwealth launched a Customer Service Transformation (CST) initiative to improve customer service by enabling Pennsylvanians to connect and do business with state agencies and consume services while protecting privacy and personal information. The CST consists of multiple long-term projects in different stages of planning and implementation. The long-term intent of the CST initiative is compliance with the 21st Century Integrated Digital Experience Act (IDEA) which requires executive agencies to:

- Modernize their websites
- Digitize services and forms
- Accelerate use of e-signatures
- Improve customer experience
- Standardize and transition to centralized shared services

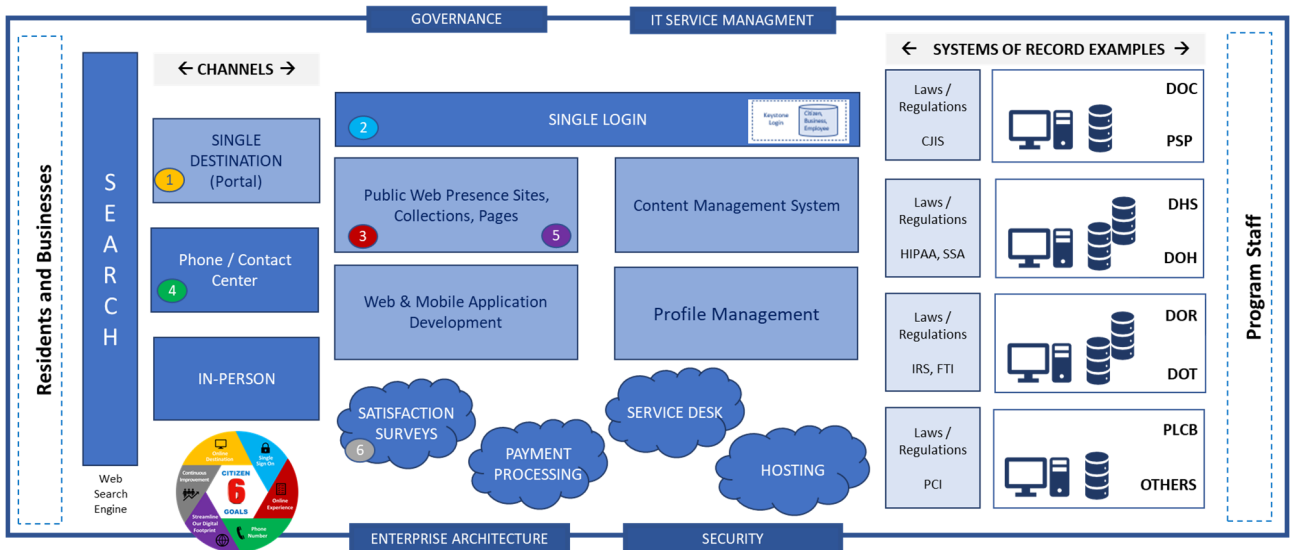
The goals of the Commonwealth’s CST are as follows:

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

1. Create a single online destination for services - A single destination will enable citizens to find the services they need and conduct business, even if they do not know which agency provides them.
2. Enable secure access to services through a single login - Consistent and modern authentication standards available through Keystone Login will increase convenience for citizens by simplifying account management, authentication, and eliminating the need to remember multiple usernames and passwords, while also strengthening our security posture.
3. Deliver a consistent and user-friendly online experience across all services - A consistent look and feel increases trust by enabling citizens to easily recognize services provided by the Commonwealth. This also includes ensuring that online services and information are accessible to all citizens, regardless of disability.
4. Offer a single phone number to direct citizens to the services they are seeking - Like the single online destination, we want to make it easier for citizens to connect to services by phone. Citizens will still be able to contact agency departments directly through existing call centers and phone numbers.
5. Consolidate and streamline our digital footprint - Small or low-traffic websites should be considered for consolidation to streamline our online presence and make information easier to find. Consistent use of the pa.gov domain for websites will let citizens know with confidence that they are utilizing services from the Commonwealth.
6. Drive continuous improvement through customer feedback - Collect feedback from our customers and make it available to the public, employees, and leadership to identify new opportunities to improve and innovate services.

C. Context Overview

The following graphic provides a context overview for this Technical Submittal:



Graphic 1: Context Overview

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

In Graphic 1, the CST elements are referenced with color-coded circles that align with the six (6) CST goals. Elements in cloud-like graphics, in the lower center of the graphic, represent potential integrations. Examples of Commonwealth's systems of record are represented to the right-hand side of the graphic. The examples are not exhaustive and are provided for conceptual context. Established web sites may include links that will need to be verified as functional during Transition. The context is surrounded by concepts such as governance, IT service management, enterprise architecture and security. The requirements for these concepts are described further in **V. Requirements**. Additional information about the Enterprise Architecture framework is in **Appendix A, Commonwealth Enterprise Architecture Framework**.

Given the CST goals, it is important that Offerors possess both technical and customer service skill sets and demonstrate an innovative approach in facilitating exemplary customer experiences. In addition, Offerors should be aware that the roles and responsibilities detailed herein serve in support the Commonwealth's overall vision for CST. By agreeing to perform the requested services, Offerors explicitly agree to entering a complex business relationship with multiple agencies where collaboration is vital to success.

Looking ahead, the Commonwealth also wants to implement features such as Artificial Intelligence (AI), journey mapping, repetitive process automation, and behavioral tracking to support a better understanding of citizen needs and continue to produce the most effective set of multi-channel interactions possible. Offerors are expected to provide such capabilities, based on mutual agreement during phases two and three, transformational planning and execution, described herein.

The Commonwealth reserves the right to award or retain service desk and hosting services. The Offeror shall work with the Commonwealth or its Offeror regarding coordination of service desk and hosting services within the agreed upon PWP service model.

D. General Objectives

Improve the customer experience for users accessing Commonwealth services by:

1. Maintaining and enhancing public facing services
2. Providing consistent, easy to use connections with state agencies
3. Adapting customer service and accessibility principles
4. Strengthening security while safeguarding privacy and personal information.
5. Establishing and maintaining the integrations indicated in the Context Overview Diagram (Graphic 1)
6. Operating in a contemporary service model configuration that integrates services and solutions that are potentially provided by several service providers
7. Retention of a self-funded model based on fees or subscriptions for services.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

E. Objectives by Phase

The Offeror shall approach the scope of this Technical Submittal in three phases as outlined below and depicted in **Appendix B, PWP Overview by Phase**.

1. **Phase One - Transition**
 - a. The Offeror shall assess the current web, application, accessibility, integration, hosting, and content management system (CMS) environment used for the Commonwealth's public web presence. The current CMS environment relies on SharePoint and WordPress.
 - b. The Offeror shall work with the current supplier to transition management, integrations, and operational responsibilities such that risks to business and operations are minimized.
 - c. The Offeror shall complete Phase One before December 31, 2021.
2. **Phase Two - Current State Assessment and Planning**
 - a. The Offeror shall take ownership of applications described in **Appendix S, Inventory of Sites and Custom Applications**.
 - b. The Offeror shall stabilize transitioned environment and learn the business needs and roles of the using agencies.
 - c. The Offeror shall maintain Phase One Services in accordance with the established Change Control and Work Order procedures. Refer to **V.D.1. Work Order Management** for more information.
 - d. The Offeror shall obtain detailed understanding of the roles and functions of Commonwealth technology staff and structure.
 - e. The Offeror shall Assess the current state and develop a plan to align with CST, accessibility, application management and CMS requirements and recommend improvements.
 - f. The Offeror shall propose a set of Phase Three Transformation Services in accordance with the established Change Control and Work Order procedures. Refer to **V.D.1. Work Order Management** for more information.
 - g. The Offeror shall complete Phase Two before December 31, 2022.
3. **Phase Three - Transformation Execution**
 - a. The Commonwealth seeks a single online destination that enables citizens to locate required services and to conduct business with the Commonwealth, regardless of a citizen's knowledge of agency responsibilities. The Offeror shall transform service components, web design, and public facing applications while incorporating accessibility and providing sophisticated CMS elements in support of CST objectives.
 - b. The Commonwealth's portal will provide a "Citizen First" view of Pennsylvania government services. The portal will become the first choice for customers by providing responsive, efficient, and effective PWP content, integrations, and solutions. Customers will benefit from the convenience of being able to access web and mobile applications 24 hours a day, 365 days a year from a mobile device or personal computer.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

II. Statement of the Project

State in succinct terms your understanding of the project or the service required by this RFP.

Offeror Response

III. Qualifications

A. Company Overview

Describe in narrative form the corporate history and relevant experience of the corporation and any subcontractors. Provide detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. Provide a corporate organizational chart.

Describe your corporate identity, its legal status, and include the name, address, telephone number, and email address for the legal entity that is submitting the proposal. In addition, the provide the name of the principal officers, a description of its major services, and any specific licenses and accreditations held by the Offeror.

If an Offeror is proposing to use the services or products of a subsidiary or affiliated firm, the Offeror must describe the business arrangement with that entity and the scope of the services the entity will provide.

The Offeror shall provide a baseline organization chart reflecting a proposed Staffing Plan, in accordance with **VII. Reports and Project Control** required to maintain PWP management and operations independent of specific Work Orders. In response to each Work Order request, the Offeror shall provide sufficient, qualified personnel to carry out the approved work associated with the Work Order. As part of the established Work Order procedure, documented in **V.C.1. Work Order Management**, the Offeror shall certify that all assigned personnel meet the required qualifications of the Work Order to which they are assigned. The Offeror shall not assign resources to multiple labor categories and assess duplicate charges for individual work performed in any given Work Order performance period.

Individuals assigned to work under the Contract, but not under a specific Work Order, must remain assigned to that work throughout the term of the Contract, unless a substitute is accepted in writing by the Commonwealth. Individuals assigned to work under a specific Work Order must remain assigned to that work throughout the term of the Work Order unless a substitute is accepted in writing by the Commonwealth. All proposed substitutes must have qualifications at least equal to that of the person initially proposed.

The Offeror shall provide a comprehensive Staffing Plan as outlined in **VII.D. Staffing Plan**. The Offeror may obtain guidance regarding scope dynamics in **I.B. Objectives by Phase**.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

The Offeror must provide at least three (3) relevant contacts within the past three (3) years to serve as project references. The references must be non-Commonwealth clients. This list shall include the following for each reference:

1. Name of Client and Project Title
2. Contract Value
3. Background and Scope of Project
4. Project Duration
5. Background of the Client
6. Description and Role(s) of Project Users
7. Number of Users
8. Number, Title and Role of Supplier Employees and Subcontractors
9. Client Contact Information

The Offeror must submit this information in **Appendix C, Offeror Project Reference**,

The Offeror must disclose any contract or agreement cancellations, or terminations within five (5) years preceding the issuance of this RFP. If a contract or agreement was canceled or terminated for lack of performance, the Offeror must provide details on the customer's allegations, the Offeror's position relevant to the allegations, and the final resolution of the cancellation or the termination. The Offeror must include each customer's Company or entity name, Address, Contact name, Phone number, and Email address.

The Commonwealth may disqualify an Offeror based on a failure to disclose such a cancelled or terminated contract or agreement. If the Commonwealth learns about such a failure to disclose after a contract is awarded, the Commonwealth may terminate the contract.

Offeror Response

B. Prior Experience

Include experience in services required to maintain and enhance public-facing government services. The Offeror should ensure that staff assigned to this project have experience in the following:

1. Requirements gathering and business process analysis
2. Enterprise Architecture Framework alignment
3. IT Infrastructure Library (ITIL) process conformance
4. Governance and industry standard frameworks
5. Application Development and Maintenance
6. Web Site Redesign
7. Web Site, Content and Application Migration
8. Visual Design
9. User Experience Design
10. User Experience Research
11. Information Architecture

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12. Search Engine Optimization (SEO)
13. Accessibility
14. Integration with multiple on-premise and cloud-based solutions
15. Analytics
16. Content Management and Production
17. Document Accessibility
18. SharePoint Administration
19. WordPress Administration

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

The Offeror shall align with the established Enterprise Architecture (EA) framework. Additional information about the EA framework is in **Appendix A, Commonwealth Enterprise Architecture Framework**.

Offeror Response

C. Personnel

Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For Key Personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in application development, technical architecture, enterprise content management, web design, digital marketing, accessibility, and security in a public sector setting. Indicate the responsibilities each person will have in this Project and how long each has been with your company. Provide an overview of Key Personnel in **Appendix D, Personnel Summary Matrix**.

As indicated in **I.B Objectives by Phase**, the Staffing Plan in **VII. Reports and Project Control** must demonstrate the Offeror's understanding of the dynamics among the Phases of the scope contained herein.

Resumes must exclude personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right-to-Know Law. This restriction includes home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

The Commonwealth will assign a Program Manager who will serve as the liaison between the Offeror and Commonwealth agencies using the Contract. All pertinent aspects of the Contract,

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

such as planning, design services and priority of Work Orders will be coordinated through the Program Manager.

Certifications

1. Offeror and subcontractor personnel must obtain ITIL 4 Foundation Level certification within six (6) months of being assigned to work under the Contract.
2. Team managers assigned to this contract must have ITIL Expert or ITIL Managing Professional certification
3. All Contractor and agreed upon subcontractor staff shall complete regular role and topic-based training using a Commonwealth approved training program such as Access University, Deque University, etc.
4. The Offeror shall ensure that within a year of being assigned this contract, at least one member of its Accessibility Staff is certified by the International Association of Accessibility Professionals (IAAP) for each of the following certifications:
 - a. Certified Professional in Accessibility Core Competencies (CPACC)
 - b. Web Accessibility Specialist (WAS)
 - c. Certified Professional in Web Accessibility (CPWA)
 - d. Accessible Document Specialist (ADS)
5. Copies of certifications for each resource must be provided to the Commonwealth Program Manager.
6. Microsoft Certified Solutions Expert (MCSE) + SharePoint Certification
7. Microsoft Certified Solutions Developer (MCSD): SharePoint Applications.
8. List Certifications for future platform.

The required skills for the Selected Offerors' personnel may change as technology and business needs evolve. The Commonwealth has final approval on all appointed or hired personnel that will be working on the Contract.

Key Personnel

1. **Client Account Manager.** The Offeror shall designate a full time Client Account Manager who will be responsible for all activities in the Contract. The Client Account Manager shall interface with the Commonwealth Program Manager to coordinate all pertinent aspects of the Contract, such as planning and design services and priority of Work Orders. The Client Account Manager shall meet with Commonwealth Program Manager on a regular basis to review project activity, status of planned services, customer service activity, customer satisfaction survey results and any issues to be addressed by the Commonwealth. Required background and experience:
 - a. Business Relationship Management: Maintain a positive relationship with the Commonwealth and ensure appropriate services are developed to meet those needs.
 - b. Eight (8) years of experience leading previous successful projects of similar size and complexity, delivered on time and on budget.
 - c. Project Management discipline
 - d. ITIL 4 certification; ITIL v3 certification may be proposed if the ITIL V3 certificate holder obtains ITIL 4 certification within six (6) months of contract execution.
 - e. Leadership: Responsible for seeing projects through to a successful completion and leading a team to meet that goal using mediation and motivation skills.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

- f. Communication: Clear, transparent communication with everyone associated with projects.
 - g. Scheduling: Setting up a realistic schedule and then managing the resources to keep on track so the project can be successfully completed on time
 - h. Risk Management: Any factor that may potentially occur impacting successful completion of the project and have processes in place to help manage and mitigate risks.
 - i. Issue Management: Any factor that has occurred and impacted the project.
 - j. Cost Management: Manage and stay within the budget.
 - k. Negotiating: Ability to resolve disputes diplomatically so all parties concerned feel they are getting what they need to support the business.
 - l. Critical Thinking: Be as objective as you can in analyzing and evaluating an issue or situation, so that you can form an unbiased judgement.
 - m. Quality Management: Oversee the activities and tasks that are required to deliver a product or service at the stated level indicated in the project paperwork.
2. **Project Manager(s):** The Offeror shall assign one or more Project Manager(s) to execute the requirements in **V.E. Project Management.**
- a. PMP certification
 - b. Task Management: Assign and manage tasks, especially those dependent on others.
3. **SharePoint (SP) Farm Administrator.** The SP Farm Administrator shall have experience with a large complex SP farm, i.e., more than one server, and be responsible for SP farm infrastructure design, installation, guidelines, and best practices. The SP Farm administrator shall install, configure, maintain, upgrade, and manage the SP farm. The Commonwealth has identified the following skills required for the SP Farm Administrator. In addition, the SP Farm Administrator must be qualified to act as an SP Site Collection Administrator, in the event the need arises.
- a. Ten (10) years of experience in SharePoint
 - b. Microsoft Certified Solutions Expert (MCSE) + SharePoint Certification
 - c. Microsoft Certified Solutions Developer (MCSD): SharePoint Applications.
 - d. Experience and expertise executing the Requirements in **V. H.1. SharePoint Farm Administration.**
4. **SharePoint (SP) Site Collection Administrator.** The SP Site Collection Administrator manages site collection components, i.e., site templates, list templates, web parts, site content types, permissions, groups, content, and structure. The SP Site Collection Administrator shall be responsible for a group of related sites, exercising full control of all site permissions and managing site owners. The Commonwealth has identified the following skills required for the SP Site Collection Administrator.
- a. Ten (10) years of experience in SharePoint
 - b. Microsoft Certified Solutions Expert (MCSE) + SharePoint Certification
 - c. Microsoft Certified Solutions Developer (MCSD): SharePoint Applications
 - d. Experience and expertise executing the Requirements in **V. H.2. SharePoint Site Collection Administration.**
5. **Lead WordPress Developer.** The Lead WordPress Developer shall be responsible for building and maintaining WordPress websites. The Commonwealth has identified the following experience and skills required for the Lead WordPress Developer.
- a. Ten (10) years of experience in WordPress

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- b. Experience managing software development projects, with hands-on architectural and distributed systems experience.
 - c. Experience building and operating highly available services.
 - d. Expert level of WordPress Development & Engineering.
 - e. Expertise working with APIs to create integrated, flexible products in WordPress.
 - f. Strong knowledge of Accessibility/SEO guidelines and best practices.
 - g. Technical Skills:
 - i. WordPress Theme and Plugin development
 - ii. WordPress CMS
 - iii. PHP functional programming and Object-oriented Programming (OOP) Functional) programming
 - iv. PHP and Javascript frameworks
 - v. MySQL / SQL Database management
 - vi. Linux/Unix/Windows server administration and shell scripting
6. **Product Architect.** The Product Architect shall manage the installation, use, maintenance, and user training for products proposed by the Offeror. The Commonwealth has identified the following experience and skills required for this position.
- a. Ten (10) years of experience in Proposed product toolset
 - b. Relevant certifications for proposed product toolset.
 - c. Skilled in the following areas:
 - i. Training Commonwealth staff in the proposed product toolset
 - ii. Compatible technology environments that support the proposed product toolset, including but not limited to, server, database, and third-party software.
 - iii. Firewall and Security policies and procedures.
 - iv. Defined Patterns and Practices for the environment
 - v. Governance and guiding principles
 - vi. Branding, including but not limited to, responsive design and mobile design
 - vii. Ease of access and accessibility that complies with the requirements in **V.Q. Accessibility**
 - viii. Implementation of recommendations provided by Chief Accessibility Officer and Chief Data Officer
 - ix. Using the product to create personas and Artificial Intelligence (AI) in a web presence view.
7. **Data Management Administrator.** The Data Management Administrator manages and supports the efficient, transparent, and compliant management of records and information using content management, records management, and eDiscovery solutions. Administrator will work with IT resources and data subject matter experts to design, implement, and support solutions for managing data and digital content. Administrator manages the configuration of solutions for compliance with regulatory, business rules, and records retention requirements.
- a. Ten (10) years of experience in Enterprise Content Management, Records Management, Compliance Management, and eDiscovery
 - b. Ten (10) years of experience in SharePoint
 - c. AIIM Certified Information Professional (CIP) Certification

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- d. ARMA Information Governance Professional (IGP) Certification
 - e. Experience and expertise executing the Requirements in **V. K. Data Management.**
8. **Director of Digital Accessibility.** The Director of Digital Accessibility shall be responsible for planning, designing, building, and testing accessible digital content as well as providing regular training for Accessibility Staff. The Commonwealth has identified the following experience and skills required for this position.
- a. Three or more years managing a digital accessibility program and roadmap
 - b. Deep knowledge of accessibility standards i.e. WCAG, UAAG, ATAG and Section 508.
 - c. Strong auditing/testing experience using automated testing tools and manual techniques such as keyboard testing and user testing with assistive technologies (screen readers, magnification software, etc.).
 - d. Experience communicating and explaining accessibility concepts to cross-functional teams.
9. **Director of User Experience.** The Director of User Experience shall be responsible for the design and production of user-friendly, standards-compliant, high profile web applications and websites as well as providing regular training for digital staff. The Commonwealth has identified the following experience and skills required for this position.
- a. Bachelor's degree in design, human-computer interaction (HCI), or equivalent professional experience
 - b. 5+ years as a user experience designer, information architect, interaction designer or similar
 - c. Experience designing for a variety of form factors including mobile, mobile app, and desktop; an online portfolio or samples of work demonstrating experience creating end-to-end, user-centered design solutions and patterns, across desktop and mobile devices
 - d. Experience conducting user research and applying research finding
 - e. Experience working in a collaborative team and working directly with developers for implementation of design and familiarity with the technical considerations needed when designing
 - f. Ability to demonstrate designs with functional prototypes in HTML/CSS, or other tools such as inVision, Axure or similar
 - g. Excellent communication, presentation, interpersonal and analytical skills including the ability to communicate complex, interactive design concepts clearly and persuasively across different audiences and varying levels of the organization
10. **Quality Assurance Analyst(s).** The Offeror shall assign one or more Quality Assurance Analyst(s) to execute the requirements in quality assurance testing.
- a. At least 2-3 years of experience testing, automation, or coding.
 - b. Design and implement testing plans for all products.
 - c. Ensure that the final product satisfies the product requirements and meet end-user expectations.
11. **Developer(s).** The Offeror shall assign one or more front- and back-end developer(s) to execute the requirements in website and application development.
- a. 5+ years development experience building responsive and accessible web applications.

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- b. Basic knowledge of search engine optimization and accessibility best practices.

D. Subcontractors

Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The 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. For each position included in your subcontracting plan provide:

1. Name of subcontractor
2. Primary contact name and email
3. Address of subcontractor
4. Description of services to be performed
5. Number of employees by job category assigned to this project, and
6. Resumes, which are limited to two pages

Offeror Response

E. Background checks

Background checks are required for all Offeror and subcontractor employees who are working on the Contract.

1. The Offeror shall, at its expense, arrange for a background check for each of its employees as well as for the employees of its sub-service providers, who will have access to Commonwealth facilities, either through onsite or remote access. The background check is to be conducted, by the Offeror, prior to initial access by the employee and annually thereafter.
2. Before the Commonwealth will permit an employee of the Offeror or its subcontractor(s) access to a Commonwealth facility, the Offeror must provide written confirmation to the office designated by the using agency that the background check has been conducted. If, at any time, it is discovered that an employee of the Offeror or an employee of its subcontractor has a criminal record that includes a felony or misdemeanor involving terrorist threats, 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 Offeror 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 to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The Commonwealth may withhold its consent at its sole discretion. Failure of the Offeror to comply with the terms of this paragraph may result in default of the Offeror under its contract with the Commonwealth.
3. The Commonwealth specifically reserves the right to conduct or require background checks over and above that described herein.

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4. The Commonwealth shall have the right at any time to require that the Offeror removes any Offeror representative from interaction with Commonwealth. The Commonwealth will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Commonwealth signifies that a potential security violation exists with respect to the request, the Offeror shall immediately remove such individual. The Offeror shall not assign the person to any aspect of the contract or future Work Orders without the Commonwealth's approval.

Offeror Response

IV. 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

V. Requirements

A. Commonwealth IT Background

The Offeror and its subcontractors shall review [Executive Board Resolution OR-20-019](#) and obtain a detailed understanding of the roles and functions of Commonwealth technology staff, including but not limited to:

1. Chief Information Officer (CIO)
2. Enterprise Solutions Office (ESO)
3. Enterprise Technology Services Office (ETSO)
4. Enterprise Information Security Office (EISO)
5. Chief Accessibility Officer
6. Chief Data Officer
7. Delivery Center Personnel
 - a. Chief Information Officer (CIO)
 - b. Solutionists
 - c. Business Relationship Managers (BRMs)
 - d. Project Managers (PMs)

The Offeror shall collaborate with Delivery Center BRMs and PMs to create discussion agendas with internal agency clients, e.g., agency Digital Directors. Digital Directors report to the Chief Digital Officer in the Governor's Office. A collaborative, cooperation business relationship is vital to the Offeror's success.

Offeror Response

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B. Business Relationship Management (BRM)

BRM maintains a positive relationship with customers, identifies the needs of existing and potential customers, and ensures that appropriate services are developed to meet those needs. At the conclusion of Phase One, the Offeror shall shift its approach to accommodate the importance of BRM in Phases Two and Three. The Offeror shall engage with the Commonwealth team based on a collaborative, cooperative approach intended to accomplish Assessment, Planning and Transformation.

The Staffing Plan discussed in **VII. Reports and Project Control** must reflect the BRM emphasis in Phases Two and Three. The Offeror shall identify the resources that will be associated to the BRM role. The Offeror shall define and document for Commonwealth approval the following BRM sub-processes and procedures that will be followed throughout the contract term.

1. **Maintain Relationships with the Commonwealth:** To ensure that the Offeror continues to understand the needs of its Commonwealth customer and establishes relationships with potential new Commonwealth employees. This process is also responsible for maintaining the portfolio of Commonwealth contacts the Offeror engages with throughout the contract term.
2. **Identify Requirements:** To understand and document the desired outcome of a request, and to determine if the Commonwealth's need can be fulfilled using an existing service or if a new or changed service must be created.
3. **Customer Satisfaction Survey:** To plan, carry out and evaluate regular customer satisfaction surveys. The principal aim of this process is to learn about areas where Commonwealth expectations are not being met. The Commonwealth currently leverages a survey built and maintained via Survey Monkey. Should the Offeror wish to propose an alternative, that alternative must:
 - a. Be easy to aggregate data across versions to provide a holistic view of customer satisfaction. Must roll up into an enterprise-based metric, rather than simply a page or transaction.
 - b. Provide flexibility in deployment. Some sites are transactional in nature, while others are more information based. The survey is to prompt feedback for both scenarios.
 - c. Provide built in analytics and visuals. Must also allow for connection to other analytics tools, such as PowerBI, for custom dashboards and analytics.
 - d. Ability to be leveraged across the Commonwealth web presence, be light in nature for quick response.
 - e. In the event an agency already has a survey, the Offeror must work collaboratively with the agency to determine additional metrics.
 - f. In support of an omni-channel approach, face to face feedback also may be used in the form of interviews and feedback cards.
4. **Handle Customer Complaints:** To record Commonwealth complaints and compliments, to assess the complaints and to instigate corrective action if required.
5. **Monitor Customer Complaints:** To continuously monitor the processing status of outstanding Commonwealth complaints and to take corrective action if required.

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The Offeror shall propose additional processes it deems essential for the BRM role to be successful.

Offeror Response

C. Customer Service Transformation (CST)

The Offeror shall align its performance and deliverables under the contract awarded from this RFP with the design principles and requirements outlined in **Appendix E, Customer Service Transformation Principles**.

Offeror Response

D. Governance

The Commonwealth adopted industry standard International Service Organization (ISO) 38500 as its Information Technology (IT) governance framework to balance business demands with service provider supply that promotes collaborative decision-making, shared accountability, and incremental innovation to encourage desirable behavior.

This adoption provides a standard consistent model for governing bodies to use when evaluating, directing, and monitoring the Commonwealth's Public Web Presence project and eGovernment service. Refer to the illustration below.

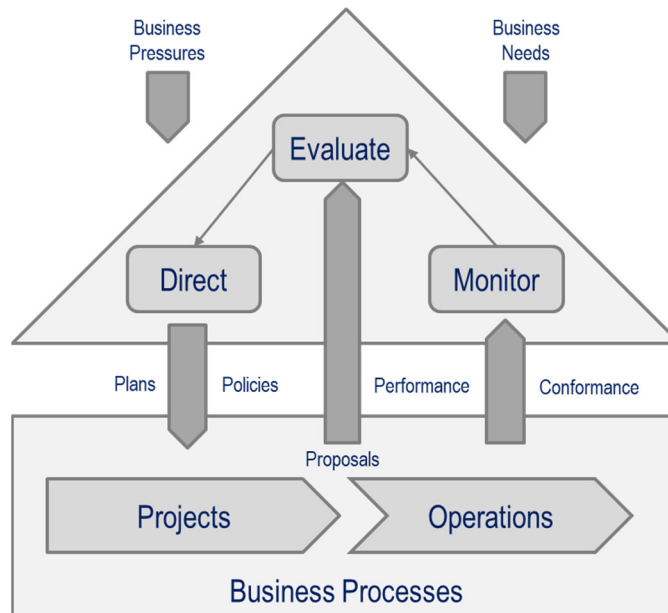


Figure 2: Commonwealth Governance Diagram

The Offeror shall work with the Commonwealth Program Manager to establish in Phase One a project governance process that leverages ISO 38500 and its six following principles.

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1. **Responsibility:** Those responsible for IT within an organization must have the authority to perform the actions for which they are responsible. Along with the responsibility and authority, accountability is paramount.
2. **Strategy:** An organization's business strategy should consider the current and future IT capabilities. IT strategy should reflect the requirements of the business strategy. IT and the business must be aligned to the same goals and strategy.
3. **Acquisition:** IT investment decision making should be clear and transparent, with an appropriate balance between cost and opportunity, with a clear understanding of risk and a long- and short-term view.
4. **Performance:** Ensures that IT is "fit for purpose". IT Service Management (ITSM) provides guidance on performance management.
5. **Conformance:** Requires the organization to ensure that IT complies with all regulatory and contractual requirements. Industry standards are beneficial in the assessment of compliance (i.e. ISO 27001, ISO 20000, etc.).
6. **Human Behavior:** Requires IT policies, practices, and decisions to respect human behavior.

The resulting project governance process shall be documented by the Offeror and provided as a work product to the Commonwealth. The Offeror shall maintain the document through cyclical updates as governance and metrics for the project mature. The process should focus on ensuring the right process is in place with the right people with decision-making authority for both the Offeror and Commonwealth. The process should support the separation of management from governance, address the establishment of guiding principles and supporting artifacts, and include sequential input and output workflows for escalations and direction to occur for project risk and issue resolution, and decision-making.

The Offeror also must provide for Commonwealth approval a RACI (Responsible, Accountable, Consulted, Informed) matrix to clarify and define the roles and responsibilities for each person within the cross-functional Commonwealth/Offeror PWP team. The Offeror may refer to **Appendix F, PWP RACI Matrix Example** as an initial draft and obtain background information from **Appendix G, Offeror Engagement Matrix**.

The Offeror shall document and establish operating concepts for each project decision-making body, detailing purpose, goals, objectives, membership, roles and responsibilities, action, interactions with other governing entities, and meeting frequencies. The Offeror shall leverage the Commonwealth's standard governance operating concepts template located in **Appendix H, Governance Operating Concept Template**. Remaining logistical details required by each governing body to function shall be documented through the creation and establishment of standard operating procedures, which will also be provided by the Offeror to the Commonwealth as a work product.

For each project governance meeting, the Offeror shall leverage the Commonwealth's standard meeting agenda and notes template located in **Appendix I, Meeting Agenda and Notes Template**. Each project governance meeting shall contain an agenda, supporting meeting materials, and meeting notes inclusive of decisions, risks, issues, and action items. Agendas and supporting meeting materials and artifacts shall be provided to governing body

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membership in advance of the meeting date, with the advanced duration days to be agreed to between the Offeror and Commonwealth. All supporting meeting materials shall be stored at a Commonwealth designated location.

The Offeror should work with the Commonwealth to identify and establish standard performance metrics for project governing bodies to monitor the performance and conformance of the Public Web Presence project. Performance metrics shall be included within the Public Web Presence governance process documentation.

1. **Work Order Management.** The Commonwealth will acquire services described in **Appendix J, PWP Service Catalog** using the Work Order Management Process and the costs outlined in *Tab 6, Transformation Services* of **Appendix K, Cost Submittal PWP**. Offeror shall assist in the definition, development, and documentation of business requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with users, stakeholders, and customers. All Work Orders will be based on the established governance process. The Offeror shall use the procedure outlined below for all Work Orders:
 - a. The Offeror shall refer to [ITP-BUS001 IT Planning and Projects](#) to prepare project submission documentation on behalf of an Agency. The Offeror shall collaborate with the appropriate Commonwealth BRM to ensure the accuracy and completeness of the Project Request Form. The Offeror will work with Agencies, through the appropriate Commonwealth BRM, to complete a Work Order Request that will be routed to the appropriate project governance committee for review and decision. The Work Order request will, at a minimum, include a description of the problem to be solved, a payment model preference, critical success factors, integration with existing systems and high-level requirements.
 - b. The Offeror shall be responsible for working with the agency to conduct an analysis of the initiative, developing a business case for the initiative, and presenting the initiative to the appropriate governance committee.
 - c. The appropriate governance committee shall be responsible for reviewing and making prioritization decisions. The Offeror shall work with the Commonwealth to establish the prioritization process that will be leveraged by appropriate project governing bodies.
 - d. After the Work Order Request has been approved by the appropriate governing body, the Offeror shall prepare a proposal that includes an effort estimate, approach, proposed number of personnel resources, resource type, i.e., IT, Digital Directors, Agency Program staff, etc., and solutions that might be leveraged to meet the business need. The proposal shall also outline application architecture and platform, interfaces to other systems, roles and responsibilities, payment model and timeframe for completion.
 - e. The Offeror and the Commonwealth shall meet to review the proposal and negotiate items as required.
 - f. The Commonwealth will issue purchase orders against the Contract resulting from this RFP to pay for services obtained through Work Orders.

Depending on project activities and decisions needed for the project, there might be escalation, direction, or decision action needed by existing Commonwealth IT governance committees.

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The Offeror shall be prepared to collaborate and coordinate with the Commonwealth's Shared Services Transformation Officer to properly integrate project governance with the overall Commonwealth IT governance structure, where applicable. A visual depiction of the Commonwealth's IT governance structure is provided below, and a detailed overview will be provided to the Offeror.

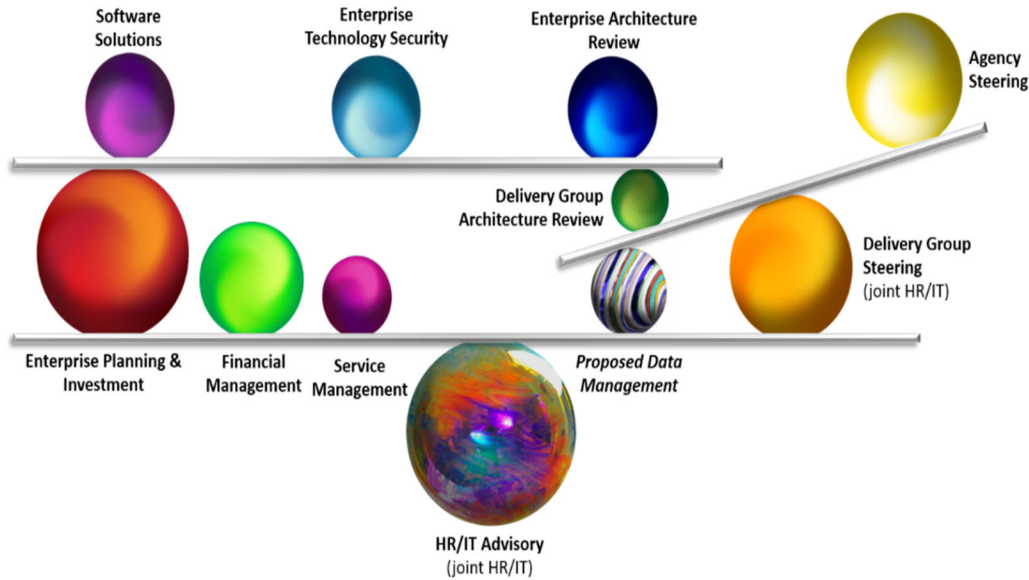


Figure 3: Commonwealth IT Governance Structure

Offeror Response

E. Project Management

Project management is the process of leading the work of a team to achieve goals and meet success criteria at a specified time. The Offeror shall describe its project management processes, tools, methods, skills, and experience proposed for this project.

The Offeror shall provide project management services throughout the life of the Contract. These services include, but are not limited to, oversight of Offeror staff delivering and maintaining the work plan, communications management plan, requirements management plan, risk management plan, issue management plan, change management plan, time management plan, quality management plan, final report and lessons learned. The Offeror shall coordinate resources for and track completion of all Work Orders, as prioritized by the Commonwealth. In support of these services, the Offeror shall create and maintain all documentation and leverage a Commonwealth project collaboration location to store and share project materials.

The Offeror shall create, maintain, and execute the following plans which are described in **VII. Reports and Project Control**. All plans should include supporting documentation and logs in a format agreed to by the Commonwealth.

1. Work Plan
2. Communications Management Plan

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3. Requirements Management Plan
4. Risk Management Plan
5. Issue Management Plan
6. Time Management Plan
7. Change Management Plan
8. Quality Management Plan
9. Status Report
10. Final Report

Offeror Response

F. IT Service Management

The Offeror shall provide an end-to-end plan for the creation, delivery, and continual improvement of the Public Web Presence service. The plan should be based on the Information Technology Infrastructure Library (ITIL) 4 framework, which provides a new digital operating model that is both practical and flexible and expands processes into practices.

The Offeror shall leverage and use existing Commonwealth service management processes for each of the following.

1. Service Asset and Configuration Management. Refer to **Appendix N, Service Asset and Configuration Management Process**
2. Incident Management. Refer to **Appendix L, Incident Management Process**
3. Change Management. Refer to **Appendix M, Change Management Process**
4. Service Catalog Management. Refer to **Appendix R, Service Catalog Management Process**
5. Knowledge Management. Refer to **Appendix O, Knowledge Management Process**
6. Problem Management. Refer to **Appendix P, Problem Management Process**
7. Release Management. Refer to **Appendix Q, Release Management Process**

The Offeror shall provide a plan for the service management processes it intends to use for operating and providing the Public Web Presence service to the Commonwealth. Where a Commonwealth service management process does not exist, the Offeror shall plan to define and document the process and procedures for review and approval by the Commonwealth. Newly developed processes and procedure documents will be provided to the Commonwealth as a deliverable of the contract. The Offeror shall, at a minimum, define and document the Service Request process for Commonwealth approval. Service Request is to include steps and procedures for adding a new service to the PWP service catalog and implementing the service within the technical environment. Service Design principles and Federal Enterprise Architecture framework shall be considered and leveraged when defining the Service Request process and design of new services.

The Offeror will be onboarded with access to the Commonwealth's ITSM tool to process transactions for the Public Web Presence service. The Offeror should provide the number of users that will need access to the Commonwealth's ITSM tool. The following processes are automated within the Commonwealth's ITSM tool.

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1. Service Asset and Configuration Management
2. Incident Management
3. Change Management
4. Catalog Management
5. Knowledge Management
6. Problem Management

For incident, change, and problem tickets to be submitted and processed, Configuration Items located within the Offeror's cloud environment must reside within the Commonwealth's Configuration Management Database (CMDB). The Commonwealth leverages discovery tools to automatically scan the technical infrastructure environment and populate the CMDB with configuration items. To accomplish population of the Commonwealth's CMDB, a mid-server to handle communications could reside within the Offeror cloud environment where the servers are located to host the service.

Alternatively, the Offeror can provide an Excel file containing the required configuration data for uploading the configuration items to the Commonwealth's CMDB. After the initial population of the CMDB, the Commonwealth's Service Asset and Configuration Management process outlines activities to maintain the configuration items. The Offeror shall describe its approach for populating configuration items within the Commonwealth's CMDB. The Offeror's approach will need reviewed and approved by the Commonwealth.

While some service management processes do not require automation within a tool, the Offeror should explain the processes that require automation and the rationale. The Offeror shall present a plan to work with the Commonwealth for tool automation.

Offeror Response

G. Transition Services

The Offeror shall transition the Commonwealth's public facing SharePoint and WordPress web sites to the appropriate technical environment, per the following requirements:

1. **Inventory** – The Offeror shall migrate all websites in **Appendix S, Inventory of Sites and Custom Applications** and **Appendix T, Express Forms Metrics**.
2. **Publishing** – The Offeror shall establish, at a minimum, two environments:
 - a. **Production** – This environment will house static public-facing content.
 - b. **Quality Assurance (Staging)** – This will be a working environment (sandbox) to enable approval workflow.
3. **Templates** - The Offeror shall use the Commonwealth's standard templates and master pages for a consistent look and feel across Agency sites. The Offeror shall use a consistent user interface in accordance with the established [ITP-SFT002 Commonwealth of PA Design Standards](#).
4. **Integration** – The Offeror shall establish and verify connection points between internal systems.

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5. **Mobile Applications** - The Offeror shall assess the mobile IOS and Android apps developed by the current supplier and work with the Commonwealth to establish proper access to the Commonwealth's Apple and Google Play stores.
6. **IT Service Management** - The Offeror shall work with the Commonwealth to understand and adhere to the following Commonwealth IT Service Management processes and procedures, and onboard to the Commonwealth's IT service management tool in preparation for managing and operating the services upon transition completion. Service Asset and Configuration Management must be addressed first as the foundation to submit incident tickets and change requests. Refer to **V.F. IT Service Management**. The Offeror shall work with the Commonwealth to have Commonwealth accounts established for access to the IT Service Management tool.
 - a. Service Asset and Configuration Management
 - b. Incident Management
 - c. Change Management

Offeror Response

H. Current Content Management Systems (CMS) Administration (Phase 1 through Site Decommission)

1. **SharePoint Farm/WordPress Administration** - The Commonwealth requires a multi-server farm implementation.
 - a. Configuration of central administration for a fully functional enterprise environment
 - b. Installation, configuration, maintenance, upgrade, and management of an enterprise farm
 - c. Organization of all service applications, i.e., search, metadata, and user profiles
 - d. Profile Synchronization
 - e. Search Administration
 - f. Creation of a content database
 - g. Execution and maintenance of backups
 - h. Deployment of custom features
 - i. Management of rights to the Servers containing the product instances
 - j. Management of Certificates and security of the environments
 - k. Integration of Active Directory (AD) and Exchange
 - l. Patch Management (Validation and Testing) - Responsible for farm infrastructure design, installation, guidelines, and best practices.
 - m. Best Practices Enforcement in accordance with the governance model
 - n. Day to day support of System Administrators
 - o. Day to day support of Farm Administrators
 - p. Third Party Configuration
2. **SharePoint Site Collection / WordPress** - Webmaster content manager for multiple agencies, departments
 - a. Physical manufacturing tool (HTML5, JavaScript, etc.)
 - b. Can view, add, delete, or change all content in any site of the site collection.

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- c. Manage Lists - Create and delete lists, add, or remove columns in a list, and add or remove public views of a list.
- d. Override Check Out - Discard or check in a document that is checked out to another user.
- e. Add Items - Add items to lists, add documents to document libraries, and add Web discussion comments
- f. Edit Items - Edit items in lists, edit documents in document libraries, edit Web discussion comments in documents, and customize Web Part Pages in document libraries.
- g. Delete Items - Delete items from a list, documents from a document library, and Web discussion comments in documents.
- h. Use Client Integration Features - Use features which launch client applications. Without this permission, users will have to work on documents locally and upload their changes.
- i. Use Remote Interfaces - Use SOAP, Web DAV, or SharePoint Designer interfaces to access the Web site.
- j. Enumerate Permissions - Enumerate permissions on the Web site, list, folder, document, or list item.
- k. Typically, use tools such as SharePoint Designer to edit style sheets, JavaScript, master pages, page layouts, custom web parts, and custom workflows.
 - i. Apply Style Sheets - Apply a style sheet (.CSS file) to the Web site.
 - ii. Apply Themes and Borders - Apply a theme or borders to the entire Web site.
 - iii. Add and Customize Pages - Add, change, or delete HTML pages or Web Part Pages, and edit the Web site using a Windows SharePoint Services-compatible editor.
- l. Create sites and grant ownership and control of sites to designated users.
 - i. Can change the settings for any site within the site collection.
 - ii. Can add and remove users to and from sites.
- m. Manage site collection components, such as site templates and list templates, web parts, site content types, permissions, groups, content, and structure, and more.

Offeror Response

I. Proposed Content Management System (CMS) (Phase Three)

The Offeror shall provide a Content Management System that enables profile management and consistent creation, editing, and management of web content for non-technical users.

1. The CMS must align with the following objectives:
 - a. Train Agencies on organizing, indexing, and tagging content to enable better search results
 - b. Allow Agencies to publish and update content directly to the web, using established standards
 - c. Support and encourage Responsive Design
 - d. Encourage Agencies to migrate websites to the new PA.gov design
 - e. Provide a library of commonly used templates and information resources

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- f. Re-allocate staff to focus on non-CMS tasks
- g. Improve customer experience
- 2. The CMS must provide capabilities to achieve the CST objectives:
 - a. Establish Commonwealth templates for consistency
 - b. Connect to the standard Commonwealth single sign-on product, Keystone Login, to begin the process to build a profile
 - c. Trace customer behavior to assess current and future needs
 - d. Link business providers to citizen profiles
 - e. Collect demographic (including geographic) analytics to inform repeat customer profiles
 - f. Design profiles so that agency sites and profiles work together
 - g. Recommend available services that may be of interest
 - h. Provide digital wallet capability to enable one location for payors
 - i. Ability to pay for services from one location (digital wallet)
 - j. Provide reminders when renewals are due
 - k. Work with data catalogs for centralized citizen information
 - l. Execute a high functioning search
 - m. Scale capacity to accommodate higher traffic during major events
 - n. Leverage Content Delivery Networks (CDN)
 - o. Provide usage metrics reports for decision making
- 3. The CMS must include flexibility and usability practices for agency content providers:
 - a. Commonwealth-wide, regional, and business area templates
 - b. Publishing process flows that can be customized to central administration goals, i.e., program direct publish, agency review or governor's office review, etc.
 - c. Ability for a program area to focus on their contribution to a profile while the CMS populates the overall profile.
 - d. Ease of content creation.
 - e. Digital Asset Management for ease of adding documents, images, video, etc.

Offeror Response

J. Software and Documentation

The Offeror shall have established processes that demonstrate its use of tools to improve conformance and quality of digital content.

The Offeror shall describe its approach to software ownership in the event the Commonwealth transitions to another service provider. The Offeror shall establish an inventory of all software licenses and Client Access Licenses (CALs) required by the content management system to be owned by the Commonwealth. In the event the Commonwealth transitions to another service provider, the Offeror shall transition said licenses and CALs and inventory to the new service provider.

Without limitations, the Offeror shall allow the Commonwealth to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, enhancements, user manuals, and administrative technical

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documentation as it sees fit, for the purposes of maintaining and operating all of the current and new web sites and applications developed by the Offeror.

The Offeror should reference **Appendix U, IT Contract Terms and Conditions** when responding to this section.

Offeror Response

K. Data Management

The Offeror shall fully describe its approach to utilize Content Management System (CMS) and electronic document and records management system (EDRMS) industry best practices to manage/govern the data and content generated, captured, and/or defined within the CMS environment to adhere to Commonwealth standards. The Offeror shall align with Data Reference Model (DRM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**. The Offeror will ensure that the Commonwealth can access all content, administrative tools, configurations, and auditing / logging for the CMS environment. The Offeror will ensure implementation of solutions that align with the data management plan referenced in **Appendix V, PWP Data Management Program Strategy**.

Areas of data management consideration include:

1. **Content Management.** The Offeror shall describe their approach to managing the data and content generated, captured, and/or defined within in the CMS environment, including:
 - a. What content types will be supported (rich text, plain text, HTML, image, video, file (PDF/Word/etc.), calendar events, etc.)
 - b. How library services are used for revisions and version control
 - c. Automated archival of content and associated metadata
 - d. Appropriate levels of auditing for changes to content (including additions, modifications, and deletions) so that administrators can use for trouble shooting efforts or identifying suspect/unauthorized content changes
2. **Metadata Management.** The Offeror shall describe their approach to defining effective metadata management within the CMS environment deployed for the Commonwealth. Offeror should provide detail on:
 - a. Centralized/global management of metadata for the CMS environment
 - b. Controlling how users add metadata, terms, and/or enterprise keywords to content
 - c. Deployment of taxonomies and folksonomies
 - d. Appropriate definition and management of terms and term sets
3. **Workflow Management.** The Offeror shall describe its approach to defining effective Workflow Management within the CMS environment deployed for the Commonwealth.
 - a. Define methodology to deploy workflows for business processes.
 - b. Control authoring of Workflows to trained individuals to ensure workflow integrity is met.
 - c. Ensure workflows have an audit trail for right to know.

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- d. Analytics and reports on all workflows should be readily accessible by defined power users and Agency Information Security Officers (ISOs).
4. **Records Management.** The Offeror shall describe their approach to defining and executing effective records management within the CMS environment deployed for CWOPA. Offeror should provide detail on:
 - a. Ability to create and configure retention labels to mark content as a record that can then be applied by users or automatically applied by identifying sensitive information, keywords, or content types
 - b. Configuring retention labels with appropriate retention periods and actions based on factors such as date last modified, date created, data type, sensitivity level, etc.
 - c. Utilization of event-based retention management
 - d. Validating disposition with disposition reviews and proof of records deletion
 - e. Creation of analytics and reports cataloging detailed information about all disposed digital assets
5. **eDiscovery.** The Offeror shall describe how they have deployed eDiscovery practices to hold and preserve content for review within a CMS environment when the need arose. Offeror should provide detail on:
 - a. Ability to define an eDiscovery case
 - b. Placing eDiscovery holds on the content locations of the person(s) or topic(s) of interest being investigated
 - c. Performing detailed searches of the content locations on hold
 - d. Ability to export relevant eDiscovery data from the CMS environment for import into legal case management system if needed
6. **Compliance.** The Offeror shall describe the methods they use to manage information in the CMS environment (e.g. sensitive information types, trainable classifiers, data classifications, information rights management, etc.) in order to allow the Commonwealth to comply with federal, state, and/or industry-specific requirements governing the collection and use of data.
7. **Data Integration/Exchange/Interoperability.** The Offeror shall describe their methods for how they will integrate (e.g. RESTful APIs) with existing Commonwealth-maintained back-end services and/or 3rd party solutions to present data and content to citizens and entities on public-facing sites. Offeror will also detail their preferred methods of data exchange (JSON, XML, YAML, etc.)
8. **Web Forms/Surveys.** The Offeror shall describe how they deploy tools such as web forms, contact forms, surveys and/or chatbots to capture data for processes. Offeror will also detail how data validation rules are used to ensure data accuracy and cleanliness prior to submission of the form/survey. Offeror will confirm all data captured via web forms, contact forms, surveys, and/or chatbots will be accessible in real-time to the Commonwealth through published APIs or direct database access.

Offeror Response

L. Application Development and Maintenance

The selected Offeror shall work with the Commonwealth Program Manager to respond to Agency requests for development of public facing web and mobile applications. **Appendix**

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W, Current State, provides additional information regarding the current Contractor's application development and maintenance environment.

When requested to build or maintain custom applications, the selected Offeror shall be responsible for the requirements documentation, systems design, development, maintenance, and support of web, IOS, and Android applications which were developed under the current contract or via specific request to the Offeror via an agency representative. The Offeror shall work with the Commonwealth for the publication of mobile apps to the Commonwealth's established Apple and/or Google Play developer accounts.

In collaboration with the Commonwealth BRMs, the Offeror will elicit, gather, and document the requirements for these public facing and mobile applications and provide agencies with a proposal for public facing service delivery, based on the established process and procedure related to **V.D.1. Work Order Management**.

Agencies requesting services from the Offeror are responsible for working with the Offeror to provide the business and technical application knowledge, working with Commonwealth support staff to define interfaces between the public facing applications and legacy production systems, performing acceptance testing and providing second-level customer service support relative to specific business rules for the application. Each agency will also define any constraints and estimate service volumes.

1. **Design.** The Offeror shall design the public facing application from the Customer perspective. Customers will naturally approach the use of public facing services from different perspectives. The design shall enable a variety of approaches and respond with several methods for searching and linking information and services. A consistent user interface must be used in accordance with the established [ITP-SFT002 Commonwealth of PA Design Standards](#).

The overall design shall be constructed to accommodate the rapidly changing world of information technology, public facing applications and wide-scale growth. Designs shall allow for flexibility in incorporating new capabilities for public facing applications that come along with future advances in technology. Customers will become accustomed to the new advances and features available on the commercial Internet pages and come to expect the same from Commonwealth sites. The Offeror shall align with Application Reference Model (ARM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**.

2. **Build.** The Offeror shall build, deploy and manage applications in compliance with the Commonwealth software (SFT) policy series, specifically [ITP-SFT000 Software Development Lifecycle Policy](#), which defines the Commonwealth's overall application development principles.
3. **Security.** The public facing applications shall convey a true sense of security and privacy to Customers. Customers will, at times, transfer private and personal information through the Internet by means of the Commonwealth's public facing

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services. The public facing applications must be designed to protect this personal and private information. For Customers who cannot see the behind the scenes efforts to protect data, the public facing applications shall be designed to communicate the level of privacy and security that is being used. The Offeror shall describe its security approach per the requirements outlined in **V. S. Security Components** and **V. T. Security Policies**.

4. **Application Review.** The Offeror shall participate in the Commonwealth Application Certification and Accreditation (CA)² process which consists of policy compliance assessments and risk assessments, which include source code analysis, host-based intrusion scans, and Web application risk assessments. The Offeror also shall comply with reviews defined in **V. Q. Accessibility**. The (CA)² process is outlined in [ITP-SEC-005 - Commonwealth Application Certification and Accreditation](#) with accessibility outlined in ITP-ACC001 Information Technology Accessibility

Offeror Response

M. Hosting Services (Invited Option)

The Offeror shall provide one or more hosting options for the public facing portal. The Offeror shall base its hosting options on the information contained in **Appendix W, Current State** and provide costs in the *Invited Options* tab of **Appendix K, Cost Submittal PWP**. Hosting options include, but are not limited to:

1. Offeror/subcontractor hosted scenario
2. Hybrid scenario using the Offeror/subcontractor infrastructure
3. Hybrid scenario using the Commonwealth infrastructure

Offeror scenarios may include multiple hosting models, i.e., Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) and Containers. The Offeror's hosting scenarios shall include design specifications, including but not limited to an architectural diagram and narrative for proposed hardware and software configurations. The Offeror shall ensure that the public facing application environment is used primarily to meet the objectives set forth by the Commonwealth in this Technical Submittal and comply with **Appendix X, Non-Commonwealth Hosting Requirements** and **Appendix Y, Cloud Services Requirements**.

The Offeror shall align with Technical Reference Model (TRM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**.

The Offeror shall provide a technical migration plan and comprehensive support, i.e., planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services, including, but not limited to, the following:

1. Initiation of hosting services documented in

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- a. Migration Plan showing details of move for current to proposed system
- b. Technical Architectural Diagram
- c. Server Hardware and Software Specifications and Configurations
2. Provision of multiple hosting environments, e.g., Development, User Acceptance Testing (UAT), and Production, in support of SDLC and, on request, a Lab/Sandbox environment to test new capabilities and alternative platforms, middleware, etc.
3. A scalable, flexible hosting solution that automatically increases capacity to accommodate additional demand.
4. Patching and Upgrading systems and software to meet or exceed the requirements contained in Commonwealth policies for security and stability and adhere to [ITP-SYM010 Enterprise Change Management Maintenance Policy](#).
5. Monitoring of infrastructure, platforms, connectivity, data, and security 24 hours per day, seven days per week and integration with Commonwealth monitoring platforms and services.
6. A high availability solution with geo-redundancy in support of 24 hours per day, seven days per week, 365 days per year uptime and availability. This will include the ability to perform maintenance activities without impacting services and a data recovery process in the event of data loss or corruption.

Offeror Response

N. Integration

The Offeror must transition, establish, and maintain integrations with the Commonwealth's solutions for:

1. Collecting customer satisfaction sentiments using the existing solution, a SurveyMonkey-based capability provided by the Commonwealth, and established processes for reporting results. Offeror will be given the option to provide an alternative survey option, should that option meet the needs of CST.
2. Processing of electronic payments, which must be implemented in accordance with Management Directive 310.24.

Offeror Response

O. Service Desk

Before the end of Phase 1 the Offeror shall establish and manage a service desk covered under the Contract resulting from this RFP. The Offeror shall work collaboratively with the Commonwealth and support future Commonwealth service desk management strategies. As CST evolves, the Commonwealth may consolidate this service desk in a future contact center platform. Therefore, the Commonwealth reserves the right to terminate service desk services at any time during the term of this contract. **Appendix W, Current State** provides information for the current Service Desk.

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The Offeror shall propose Service Desk options based on a Tier structure concept including, but not limited to, the following.

1. Single point of contact with Commonwealth users and technical staff to report incidents for the Public Web Presence service components provided by the Offeror, including but limited to, the following.
 - a. Websites
 - b. Content Management System
 - c. Applications
 - d. Mobile Apps
 - e. Integrations
 - f. Hosting Services
 - g. Offeror employee user issues with the Commonwealth's IT Service Management tool
2. Log and manage Incidents received from Commonwealth users and technical staff. The Commonwealth's IT Service Management tool shall be used by the Offeror to log tickets and select the proper configuration item associated to the incident. Refer to **V.F. IT Service Management** for further information.
3. The Offeror shall provide a visual diagram and narrative explaining its Service Desk concept, the Tier structure, actions taken by each Tier, escalation paths for each component, working tickets from intake through resolution and closure, hours of operation, notification alerts for outages, and any additional information determined by the Offeror to be successful in providing Public Web Presence services to the Commonwealth.
4. The Offeror shall provide the number of personnel resources, and skillsets for each Tier. Customer Service Certification is required for frontline personnel interacting with Commonwealth users every day. Service Desk professionals shall be knowledgeable in the skills and techniques required to provide exceptional customer service in both support center and call center environments, such as the following.
 - a. **Effective Listening** - Listening is the key to effective communication. Without the ability to listen carefully to what a customer is saying, a message could be easily misunderstood and misinterpreted. A good listener will not only listen to what is being said, but also what is left unsaid or partially said.
 - b. **Patience** - Customer service might be a stressful and challenging job when dealing with confused, frustrated and angry customers. In such situations, patience is a real virtue and the response to those customers will either calm them down or hype them up.
 - c. **Clear Communication** - An ability to communicate clearly, simply, and effectively verbally (no mumbling) and written (strong typing, spelling, and grammar skills) is essential. It also involves avoiding miscommunications that might lead to misunderstandings and unwanted consequences.
 - d. **Ability To Read Customers** – One will not always be able to see customers face-to-face, and in many instances (nowadays) one won't even hear a customer's voice. That doesn't exempt a person from understanding some basic principles of behavioral psychology and being able to "read" the customer's current emotional state.

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- e. **Calming Presence** – The ability to stay calm and even influence others when things get a little hectic.
 - f. **Empathy** - The ability to understand and share the feelings of another is more of a character trait than a skill. But empathy can be learned and improved upon.
 - g. **Handle Surprises** – The ability to think on one’s feet and create guidelines for oneself in these sorts of situations.
 - h. **Closing Ability** - Being able to end the conversation with confirmed satisfaction (or as close to it as one can achieve) and with the customer feeling that everything has been taken care of (or will be). Be sure to take the time to confirm with customers that every incident they had on deck has been entirely resolved.
5. The Offeror shall describe its approach for reviewing, grouping, and reporting Service Desk metrics to the Commonwealth, including, but not limited to, the following.
- a. Total Interactions - This metric is a combination of calls, self-service and voicemails that are routed to a customer service representative. This reflects the total work that is assigned to the Service Desk.
 - b. Total Phone Calls - phone calls made to the Service Desk.
 - c. Abandoned Calls - customer hang-ups before being routed to a customer service representative.
 - d. Call Answered in < 20 Seconds - calls that are picked up within 20 seconds when routed to a customer service representative.
 - e. Average Speed to Answer - average answer times for the customer service representative.
 - f. Average Agent Call Duration - helps identify any deficiencies that need addressed if call durations average above 10-15 minutes.
 - g. Voicemail Count - Voicemails assigned to the Service Desk.
 - h. Self-Submit Count - Online ticket submissions assigned to the Service Desk.
 - i. Number of Customer Visits – number of times a technician is dispatched for desk-side support.
 - j. Average Customer Visit Time - identifies any deficiencies that need addressed if desk-side visit durations average above 30-45 minutes.
 - k. 1st Call Resolution - Number of calls that are resolved when they are initially taken by the Service Desk.
 - l. Customer Satisfaction Rating - Survey metrics related to the end user’s experience with the Service Desk.
 - m. Surveys Submitted – Number of responses received from the surveys that were sent.
 - n. Outages & Service Impacting Activities - identifies anything that may influence a higher than normal call volume.
 - o. Annual Total Calls per End User Ratio By Agency – helps to showcase demand and opportunities to target.
 - p. Average contacts handled per IT Service Desk employee per month – helps to showcase productivity and opportunity areas.
6. The Offeror shall describe its approach for handling repeated incidents and triggering problem management action, shifting from low-value incidents to establishing self-help, and establishing and maintaining knowledge articles for use by Service Desk personnel.

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Offeror Response

P. Quality and Sustainability

For all products and services proposed, the Offeror shall comply with the following Requirements and provide costs for these services in the *Ongoing Services* tab of **Appendix K, Cost Submittal**.

1. IT Service Management
2. Governance
3. Integration
4. Accessibility
5. Language Access
6. Security Components
7. Security Policies
8. Emergency Preparedness

Offeror Response

Q. Accessibility

1. **Americans with Disabilities Act (ADA).** The Offeror shall make all public and employee facing Digital Content ADA compliant and must adhere to the Commonwealth's [ITP-ACC001 - Accessibility Policy](#). The Offeror shall describe and implement the approach, tools, methodology and experience that will be used to ensure that people with Disabilities have access to all online services developed under this contract. This shall include ways to incorporate the use of universal accessibility within design, communication methods, navigation, and technology to remove access barriers and to accommodate the needs of all users and use of emerging tools.
2. **General Standards.** The Offeror shall have a strong accessibility program that has woven accessibility into the culture, policies, processes, and procedures of its organization. Digital Accessibility relies on several components, including, but not limited to, content (text, images, multi-media, etc.), user agents (browsers, multi-media players, some assistive technologies), authoring tools (content management systems, blogs), and standards.

The Offeror is responsible for complying with the [revised Section 508 standards](#) and the current version of the [Web Content Accessibility Guidelines \(WCAG\)](#) (As of July 2020, the current version is WCAG 2.1.) Level AA is required, and level AAA is encouraged. Other standards may apply.

The Commonwealth uses the following two primary tools to assess the accessibility of IT purchases (goods and services): Policy Driven Adoption for Accessibility (PDAA) Vendor Self-Assessment and Voluntary Product Accessibility Template (VPAT). The Offeror shall complete **Appendix AA, PDAA Assessment** and provide VPATs for products included in its response. The minimum VPAT version required is 2.0. The

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current version 2.4, as of February 2020, is preferred and can found on the [ITI site](#). The Commonwealth reserves the right to request additional related artifacts.

3. **Browsers.** The Offeror shall make the websites and applications (public and employee facing) accessible via popular browsers, i.e., the most recent versions of Microsoft Edge, Firefox, Chrome, and Safari.

The Offeror shall have an accessibility testing methodology that includes testing with the most common screen readers and browser combinations as listed in [WebAim's most recent Screen Reader Survey Results](#) in addition to automated and manual testing (user testing and WCAG).

4. **Content Management System (CMS) Accessibility Administration.** The Offeror shall ensure that any CMS used by or for the Commonwealth meets the current version of the Worldwide Web Consortium's (W3C) Authoring Tool Accessibility Guidelines (ATAG). As of July 2020, the current version is 2.0. Authoring tools should 1) be accessible so people with Disabilities can create Digital Content and 2) help authors create more accessible Digital Content by promoting the production of content that conforms to WCAG.
5. **Devices.** The Offeror shall ensure that digital content is designed with universal or alternate access methods to accommodate Internet access via various devices. Personal handheld devices, interactive voice response (IVR), kiosks, cell phones, and wireless access protocol devices are among the different ways to access the Internet without the use of a traditional web browser. Not all these access devices will be able to accommodate the same level of display, communication and other programming capabilities that could be accessible on the Internet through a standard Internet browser. The Offeror shall provide the ability for the same basic functionality to be delivered over these different methods of access.
6. **Documents/PDFs.** Documents made available electronically, including but not limited to Word, Excel, PowerPoint, Adobe InDesign, and PDFs must comply with the revised Section 508 Standards which includes PDF/Universal Accessibility (PDF/UA) (ISO 14289), and the latest version of WCAG. The Offeror shall use PDF Techniques for WCAG 2.0 for additional guidance.
7. **Keyboard Accessibility.** Keyboard accessibility is one of the most important aspects of digital accessibility. Without keyboard accessibility (focus, visual indicators, appropriate navigation or reading order, skip links, etc.), people who are blind or have a mobility impairment may have difficulties accessing, or may not be able to access, Digital Content. The Offeror's accessibility testing methodology shall include keyboard testing.
8. **Mobile Accessibility.** Mobile accessibility is covered in existing W3C Web Accessibility Initiative (WAI) accessibility standards and guidelines. The Offeror shall

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apply existing standards and guidelines, and use design and developer accessibility toolkits available for Apple and Android devices.

9. **User Agents.** The Offeror shall ensure that any user agents such as media players used by or built for the Commonwealth meet the current version of the W3C's User Agent Accessibility Guidelines (UAAG). As of July 2020, the current version is 2.0. A user agent that follows UAAG 2.0 will improve accessibility through its own user interface and its ability to communicate with other technologies, including assistive technologies (software that some people with Disabilities use to meet their requirements).
10. **Operations.** The Offeror shall support:
 - a. Training for agency content and website owners to ensure they understand how to use CMS templates created and/or managed by the Offeror to produce accessible Digital Content.
 - b. A monitoring program using the Commonwealth's recommended automated testing tool; providing reports that clearly identify which issues are managed by the Offeror and which are managed by Content Managers in the Commonwealth.
 - c. An accessibility roadmap outlining how and when they identify and fix issues in templates, websites, applications, and pages they create and/or manage.
 - d. Reporting in **VII.B. Communications Management Plan** that updates the Commonwealth on accessibility issues, the timeline for issue resolution, and other accessibility specific initiatives.
 - e. Accessibility compliance audits that conform to the Commonwealth's Accessibility Policy and Program:
 - i. Identify pages to audit based on approved sampling methodology.
 - ii. Select pages from publicly available content by identifying unique template and transactional pages; starting with the Commonwealth's most frequently visited pages.
 - iii. Perform full audit of sample pages against the latest WCAG A and AA success criteria.
 - iv. Assess severity levels and develop prioritization and remediation recommendations.
 - f. The Commonwealth's accessibility reporting requirements (training, issue management, etc.).
 - g. People with Disabilities and their preferred means of communication such as operator relay, video calls for Sign Language Interpreters, email, etc.
 - h. A channel for feedback and complaint management specific to accessibility.
 - i. A robust accessibility testing methodology.
11. **Software Development Lifecycle (SDLC).** The Offeror shall have incorporated accessibility throughout its SDLC. This includes but is not limited to the following Accessibility requirements:
 - a. People with disabilities in research studies
 - b. Accessibility information in design specs
 - c. Accessibility content
 - d. Designing & writing for diverse users

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- e. Coding for accessibility (good syntax, aria, etc.)
- f. Testing [manual & automated (~30%)]
- g. Monitoring in production (automated testing, feedback)

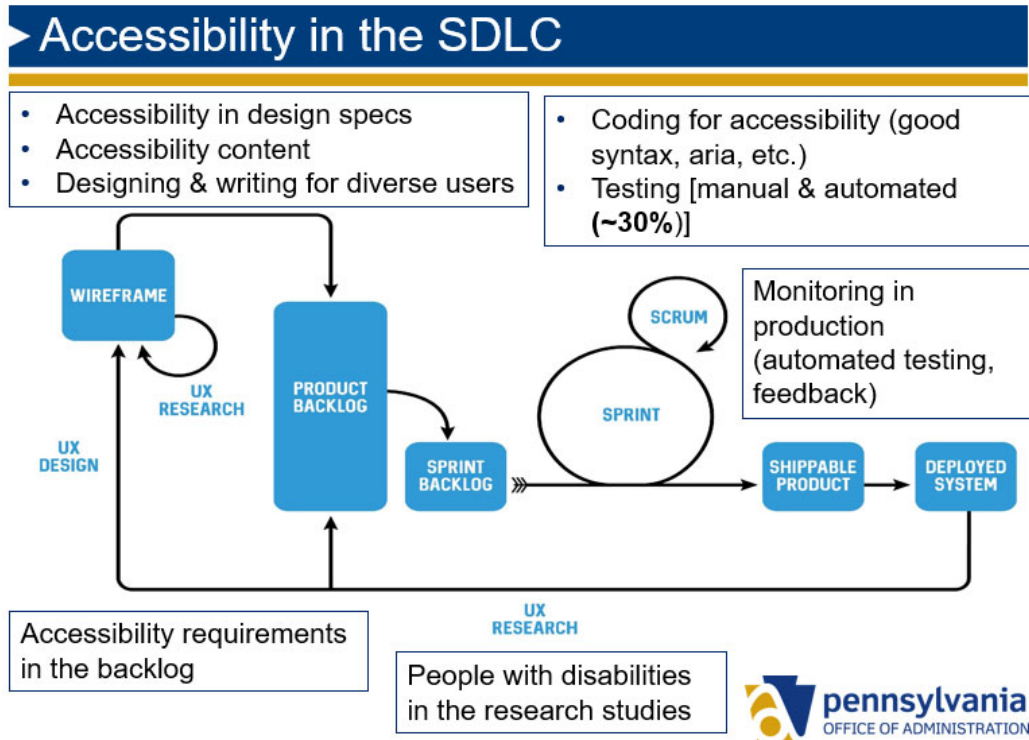


Figure 4: Accessibility in the Software Development Lifecycle

12. Software and Documentation. The Offeror shall have software that supports manual (assistive technologies like screen readers, color contrast analyzers, etc.) and automated accessibility testing.

Offeror Response

R. Language Access

The Commonwealth is required to provide appropriate access to people with limited English proficiency (LEP). The Offeror shall translate public facing Digital Content; including documents, that contain vital information about agency programs and services into frequently encountered languages to ensure meaningful access by individuals with LEP.

1. The frequently encountered languages must include the following languages and the Offeror must be able to add additional languages at any time at the Commonwealth's request:
 - a. English (default)
 - b. Spanish

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- c. Arabic
 - d. Chinese (Mandarin and Cantonese)
 - e. French
 - f. Korean
 - g. Russian
 - h. Vietnamese
 - i. Nepali
 - j. Polish
 - k. Italian
 - l. German
 - m. Gujarati
 - n. Haitian Creole
 - o. Mon Khmer, Cambodian
 - p. Portuguese
2. In Phase One, the Offeror shall support:
 - a. Unauthenticated public users selecting a primary language for their session.
 - b. Multi-lingual Digital Content
 3. In Phase Two, the Offeror shall provide options to support:
 - a. Registered users personalizing their profile account by selecting a primary language for their session, digital assistant, etc.
 - b. Chatbots or virtual assistants leveraging real-time translation services to answer questions and guide users.
 - c. Content workflows including translation service integration, review and in complex cases, manual validation.
 - d. Translation as a service incorporated into the overall content processes serving all agencies with the same capability to ensure consistency in experience across agencies.
 - e. Human and machine translation workflows via a variety of translation providers.
 - f. Manual translation supported by CMS aided workflow using internal or external services.
 - g. Automated translation leveraging API based and can include CMS based workflow steps.
 - h. Mix of manual and automated depending on content authors' needs.
 - i. Keeping a dictionary of specific translations that will be automatically put into the code so that the browser uses that preferred translation of that term as part of the larger translation.

Offeror Response

S. Security Components

The Offeror shall fully describe its approach to security, including but not limited to, architectural design, incident response monitoring and reporting, system and application patch management and the use of firewall hardware and software, anti-virus, host-intrusion detection and prevention solutions and how these will be configured on its network. The Offeror shall

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submit a narrative response explaining how its proposal addresses each of the following Commonwealth security components:

1. Security architecture. The Offeror shall align with Security Reference Model (SRM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**.
2. Encryption services. The Offeror shall employ encryption protocols and mechanisms in alignment with preferred Commonwealth capabilities, products, and roadmaps.
3. Security Policy and compliance enforcement via integrations with established Commonwealth monitoring and enforcement solutions, tools, and services, including those associated with future capability enhancements.
4. Security scans. The Offeror shall provide quarterly vulnerability scans and documentation of an annual third-party security assessment and execution of remediation plan.
5. Security audits. The Offeror shall provide audit documentation, including but not limited to, System and Organization Controls (SOC) 2 Type II audit and report consistent with the guidelines in *Attachment 2-B, SOC Reporting Requirements of Appendix U, IT Contract Terms and Conditions*.
6. User authentication and authorization. The Offeror shall align with Customer Service Transformation (CST) single sign-in principles, including integration with and the use of Keystone Login, the associated directories for business partners and citizens, and established identity verification services where appropriate.
7. Multifactor Authentication (MFA). The Offeror shall employ multi-factor authentication for integration with and access to applications, integrating into the Commonwealth's established MFA services.]
8. Service tools. The Offeror shall provide to the Commonwealth unrestricted access to Service Data.

Offeror Response

T. Security Policies

The Offeror shall comply with and adhere to the Commonwealth Security Policies and Standards for any work developed under the Contract resulting from this RFP. These [IT Policies \(ITPs\)](#) may be revised from time to time, and the Offeror shall comply with all such revisions. The Offeror shall submit a narrative response explaining how its proposal addresses each of the following Commonwealth security ITPs.

1. ITP_SEC000- Information Security Policy. ITP_SEC000 requires that data and personnel be in the United States of America. The Offeror shall describe the location(s) of its server and data centers as well as the location of the workforce accessing them.
2. ITP_SEC001- Enterprise Host Security Software Suite Standards and Policy.
 - a. The Offeror shall describe its general approach to information security awareness training, and education.

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- b. The Offeror shall describe its compliancy with federal and state guidelines and regulations regarding the collection, maintenance, use, and security of **IT Resources**, as defined in [Management Directive 205.34](#).
 - c. The Offeror shall describe its implementation of prudent, reasonable, and effective practices for the protection and security of **IT Resources**, which includes the protection of sensitive and confidential information against accidental or deliberate unauthorized disclosure, modification, or destruction
 - d. The Offeror shall describe its procedures for responding to incidents, breaches, or misuse of **IT Resources**.
 - e. The Offeror shall describe its processes for protecting sensitive data during transmission, processing, and storage.
 - f. The Offeror shall describe its procedures to mitigate overall and specific risks of breach or misuse of Commonwealth **IT Resources** and the damages and costs associated with a breach or misuse. This would include patching, internal, and external scanning, and monitoring.
3. ITP_SEC002 – Internet Accessible Proxy Servers and Services. The Offeror shall describe its environment for:
 - a. Anti-Virus Protection on endpoints enforce mode;
 - b. Host Intrusion Prevention on endpoints enforce mode;
 - c. Incident/Forensic Response ability to do forensic analysis on endpoints; and
 - d. Advanced Persistent Threat Endpoint Protection - malware protection enforce mode.
 4. ITP_SEC003 - Enterprise Security Auditing and Monitoring. The Offeror shall describe its services for Internet access monitoring, content filtering, SSL decryption and inspection
 5. ITP_SEC004 - Enterprise Web Application Firewall. The Offeror shall describe its utilization of a web application firewall (WAF) specific to:
 - a. Minimizing the threat window for each exposure by blocking access to vulnerability until the vulnerability can be fixed in the source code;
 - b. Meeting PCI, HIPAA, Privacy compliance requirements;
 - c. Monitoring end-user’s transactions with a web application; and
 - d. Providing an additional layer of web application hardening (Open Web Application Security Project) OWASP protection.
 6. ITP_SEC006 - Commonwealth of Pennsylvania Electronic Signature Policy. ITP_SEC006 allows the Commonwealth to accept electronic signatures. The Offeror shall describe its capabilities for implementing electronic signatures for relevant applications.
 7. ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication.
 - a. The Offeror shall utilize the Commonwealth’s enterprise directories and password policies and describe its compliance and implementation capabilities.
 8. ITP_SEC008 - Enterprise E-mail Encryption. The Offeror shall describe its process for
 - a. Protecting and encrypting all outbound e-mails where the e-mail contents contain sensitive information;
 - b. Compliance with federal mandates requiring secure e-mail transmissions;

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- c. Ensuring that sensitive communications and exchange of information originating from the Commonwealth will not be compromised; and
 - d. Decrypting secure messages received by external Commonwealth e-mail recipients.
9. ITP_SEC009 - Minimum Contractor Background Checks Policy. Due to the potential access to confidential or other sensitive data such as Personally Identifiable Information (PII) or Protected Health Information (PHI), all personnel engaged in the delivery of services on the Contract resulting from this RFP must complete background checks. The Offeror shall describe its process for ensuring staff and subcontractor compliance with the following requirements.
- a. The Offeror shall arrange for a background check for each of its staff and subcontractors who will have access to Commonwealth IT facilities, either through on site or remote access. Background checks must be conducted via form [SP 4-164 Request for Criminal Record Check](#). The background check must be conducted prior to initial site access by a contracted resource and annually thereafter.
 - b. The background check must be checked for the previous five (5) years for
 - i. Crimes against property;
 - ii. Crimes involving theft;
 - iii. Crimes involving telecommunications and electronics;
 - iv. Crimes involving fraud;
 - v. Crimes against public administration; or
 - vi. Crimes of violence.
 - c. A fingerprint database search will be required for IT Employees having access to the PA Commonwealth Law Enforcement Assistance Network (CLEAN) by either on site or remote computer access.
 - d. The Offeror will be responsible for the payment of all fees associated with background checks for their IT Employees and/or subcontracted employees.
10. ITP_SEC010- Virtual Private Network Standards. The Offeror shall describe its capabilities to provide Virtual Private Network (VPN) access to its networks and connected systems.
11. ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls. The Offeror shall maintain perimeter defense and describe its firewall implementation.
12. ITP_SEC015- Data Cleansing. The Offeror shall describe its processes for cleansing of data from electronic media when the data retention requirements have expired, the data is no longer needed, or the data is scheduled for disposal.
13. ITP_SEC016- Commonwealth of Pennsylvania - Information Security Officer Policy. The Offeror shall provide contact information for an information security officer who is responsible for all security matters related to the Commonwealth account.
14. ITP_SEC017- Commonwealth Policy for Credit Card Use for e-Government. The Offeror shall describe its processes for accepting credit card payments and its adherence to PCI requirements.
15. ITP_SEC019 - Policy and Procedures for Protecting Commonwealth Electronic Data. The Offeror shall describe its processes for classifying sensitive data and protecting confidential or other sensitive data entrusted to its care.

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16. ITP_SEC020 - Encryption Standards for Data at Rest. The Offeror shall describe its processes for encrypting data at rest in accordance with established standards for protecting confidential or other sensitive data while stored in its systems.
17. ITP_SEC021- Security Information and Event Management Policy. The Offeror shall describe its processes for logging events to include:
 - a. Log collection and consolidation;
 - b. Security event collection from multiple sources (firewalls, routers, servers, etc.);
 - c. Identification of security related events and incidents;
 - d. Automated response/alerting capability when incidents are detected; and
 - e. Correlation of events from multiple sources.
18. ITP_SEC023 - Information Technology Security Assessment and Testing Policy. The Offeror shall describe its processes for both internal and external security scans and shall provide the results of such to the Commonwealth upon request.
19. ITP_SEC024 - IT Security Incident Reporting Policy. The Offeror shall describe its processes to ensure compliance with The Pennsylvania Data Breach Notification Act.
20. ITP_SEC025 - Proper Use and Disclosure of Personally Identifiable Information (PII).
 - a. The Offeror shall describe its policies and procedures to ensure the proper electronic use and disclosure of Personally Identifiable Information (PII), in accordance with the Commonwealth's [Breach of Personal Information Notification Act](#).
21. ITP_SEC029 - Physical Security Policy for IT Resources. The Offeror shall describe its policies and practices to ensure the protection of physical facilities and appropriate screening for facility access.
 - a. While working at any Commonwealth facility, the Offeror's personnel shall ensure cooperation with Commonwealth site requirements, which includes providing information for Commonwealth badging and being escorted. Offeror employees and Commonwealth approved subcontractors who do not have a Commonwealth badge, shall always display their company identification badge while on Commonwealth premises. The Commonwealth reserves the right to request additional photo identification from Offeror and subcontractor employees.
 - b. Some Commonwealth sites, i.e., the State Police and Department of Corrections, require each person entering the premises to document an inventory of items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, Offeror personnel and subcontractors shall always have a list of tools being brought onto a site and be prepared to present the list to a Commonwealth employee upon arrival, as well as present the tools or equipment for inspection. Before leaving the site, Offeror and subcontractor personnel will again present the list and the tools or equipment for inspection. Upon both entering the site and leaving the site, Offeror personnel and subcontractors may be searched by Commonwealth staff, or a correctional or police officer.
22. ITP_SEC031- Encryption Standards for Data in Transit. The Offeror shall describe its processes for protection of confidential or other sensitive Commonwealth data that stored within Offeror systems.

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- 23. ITP_SEC032 - Enterprise Data Loss Prevention (DLP) Compliance Standards. The Offeror shall describe its processes for Data Loss Prevention (DLP) and related services.
- 24. ITP_SEC034- Enterprise Firewall Rule Set. The Offeror shall describe its perimeter firewall system.
- 25. ITP_SEC035 - Mobile Device Security Policy. If the Offeror permits mobile device access to its systems, it shall describe its procedures to grant such access and protect those systems in the event of a lost or stolen mobile device.
- 26. ITP_SEC037 - Identity Proofing of Online Users. The Offeror shall describe its use of the Commonwealth’s established identity proofing service.
- 27. ITP_SEC039 – Keystone Login. The Offeror shall describe its use of the Commonwealth’s Keystone Login service.

Offeror Response

U. Key Performance Indicators (KPIs)

The Offeror will comply with the response times below based on outage severity, impact, urgency, and priority.

	PRIORITY LEVELS			
	Urgency			
	Critical	High	Medium	Low
Impact				
Extensive/Widespread	Critical	Critical	High	Low
Significant/Large	Critical	High	Medium	Low
Moderate/Limited	High	High	Medium	Low
Minor/Localized	High	Medium	Medium	Low

- 1. Priority Levels and Allowable Response Times
 - a. Critical – up to 2 hours to respond to customer
 - b. High – up to 4 hours to respond to customer
 - c. Medium – up to 8 hours to respond to customer
 - d. Low – up to 16 hours to respond to customer
- 2. Impact
 - a. Extensive/Widespread – Multiple Agencies impacted
 - b. Significant/Large – Building or Agency impacted
 - c. Moderate/Limited – Department or Floor impacted
 - d. Minor/Localized - Single / Multiple Users impacted
- 3. Urgency
 - a. Critical – Multiple Services are unavailable and is impacting critical functions for the business area/users work activities
 - b. High – No workaround exists, and it is impacting the business area/users daily work activities

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- c. Medium – A workaround exists but the issue is degrading functionality of the identified business area or users daily work activities
- d. Low – A workaround exists, or it is not impacting the business area or users daily work activities

In the event of a **Major Incident**, the Offeror shall provide incident response notifications to the Commonwealth SharePoint Operations team in accordance with the following schedule.

- 1. Critical – Provide updates every two (2) hours
- 2. High – Provide updates daily
- 3. Medium – Provide updates on a biweekly basis
- 4. Low – Provide updates once per month

Offeror Response

V. *Service Level Agreements (SLAs)*

As indicated in **V.M. Hosting Services**, the Commonwealth is interested in a highly available solution. The Offeror shall propose a set of relevant and contemporary SLA metrics / targets based on its experience in other engagements. The Commonwealth and the Offeror will work together to finalize the SLA metrics for the Contract resulting from this RFP.

The Offeror shall describe how SLA metrics are generated and, at the Commonwealth's request, shall provide system data, in raw and processed forms, to verify SLA attainment. At a minimum and in accordance with **VII.L. Metrics Report**, the Offeror shall provide monthly reporting in the following categories:

- 1. Deployment Key Milestone Completion
- 2. Availability, both enterprise applications and online applications
- 3. Incident response and resolution times by severity
- 4. Prevention tactics for repeated incidents (problems)
- 5. Time to mitigate security vulnerabilities by severity
- 6. Success rate for scheduled maintenance activities
- 7. Time to correct code defects
- 8. Prevention tactics for repeated code defects

The Commonwealth prefers that the Offeror consistently delivers the services specified in the Technical Submittal without the need to consider remedies. The Offeror shall understand the importance of the services described herein and shall agree, without dispute, that remedies are due in the month following a failure to meet the agreed upon SLA threshold.

Offeror Response

W. *Value-Added Services*

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The Offeror shall describe related services not described in this Technical Submittal that could enhance delivery of PWP services to the Commonwealth. The Offeror shall include pricing for these Value-Added Services in the *Offered Options* tab of **Appendix K, Cost Submittal**.

Offeror Response

X. *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. 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.

1. Describe how you anticipate such a crisis 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
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party

Offeror Response

VI. **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. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

A. *Transition Planning*

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

In Phase One, the Commonwealth will transition existing websites, IOS mobile application maintenance, content management and other services from the current business arrangement into a business arrangement with the Offeror. The Commonwealth will consider options proposed by Offerors. Options may include full management service, shared managements services or other appropriate service models. The Offeror should ensure a seamless transition of current operations to Phase Two.

1. Create a Transition Plan showing the transition timing for each agency's content and collaborate with the Commonwealth Program Manager to obtain agency signed approval.
2. Work with the Commonwealth Program Manager, the Enterprise Solutions Office (ESO), the Enterprise Technology Services Office (ETSO) to determine data to maintain and data to migrate.
3. Work with Agency Content Managers to assess web sites, and designate status as retain, migrate, or decommission.
4. Collaborate with current Contractor to assess the Express Forms environment. Use Express Forms information to take ownership of the forms and their back-end data.
5. Establish a timeline between contract execution and Dec 2021 at which critical systems can be down to migrate the sites to new permanent location.
6. A seamless transition of current operations to the services included in the Master Contract

Deliverables:

1. Transition Plan approved by the Commonwealth Program Manager

Offeror Response

B. Transition of Public Facing Web Sites

In Phase One, the Offeror shall work with the current contractor to transition Public Facing web sites in the Commonwealth's SharePoint and WordPress environments. The Offeror must complete Transition tasks and associated Deliverables in the timeframe indicated in **I.B.**

Objectives by Phase. At a minimum, transition must include the following:

1. Collect and assess design specifications provided by current Contractor.
2. Determine which internal and external connectors must be transferred with existing web sites.
3. Assess applications in **Appendix S, Inventory of Sites and Custom Applications** and **Appendix T, Express Forms Metrics** to determine which applications are sourced from third-party suppliers. Confirm the transitioned Commonwealth web sites will retain accessibility and functionality of third-party applications. Remediate of third-party applications as required to restore pre-transition accessibility and functionality.
4. Compile a list of DNS and IP addresses routed to web sites in **Appendix S, Inventory of Sites and Custom Applications** and **Appendix T, Express Forms Metrics**. Collaborate with ETSO to execute firewall changes between the Commonwealth and the Offeror to ensure these web sites perform correctly.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

5. Conduct full implementation cycle, upgrade, and content migration. As of August 2020, the current SharePoint environment is in 2013. The final transitioned sites are to be in the current version of SharePoint.
6. Test websites and obtain verification from ESO and Digital Directors that the migrated websites are functioning correctly.
7. Monitor migration progress and report to ESO.
8. Conduct a Microsoft Risk Assessment Process (RAP) after migration is complete and provide the report to ESO. Adjust as recommended by the RAP and stabilize environment.
9. Collaborate with the ESO and ETSO to schedule decommissioning of old sites prior to migration.

Deliverables:

1. Fully migrated and verified Commonwealth web site approved by the Commonwealth Program Manager.

Offeror Response

C. Assessment and Planning (Phase Two)

The Offeror shall assess the current state and develop a Transformation Plan to align websites with CST, Accessibility, data management and content management requirements. The Offeror must complete Transition tasks and associated Deliverables in the timeframe indicated in **I.B Objectives by Phase**. At a minimum, the Transformation Plan should contain:

1. An assessment of Express Forms, providing recommendations for target technology, for example, Microsoft Forms or supplier proposed option. Assess these forms for status as migrate or decommission. If a supplier proposed tool is recommended, that tool must be added to the Commonwealth business service catalog.
2. Inventory of sites to be part of the conversion.
3. Design of the future state
4. Detailed timeline of product migration execution, taking into consideration key dates to target or avoid based on business need
5. Business categories of the sites involved
6. Product testing for look and feel as well as Accessibility, per the requirements outlined in **V.J. Accessibility**.
7. Branding solutions for future state
8. Process for updates, upgrades, and maintenance of environment.
 - a. New regular templates and technical support for agencies using the CMS framework
9. Proposed analytic tools that will be provided to the Commonwealth
 - a. Work with the Commonwealth to understand the following Commonwealth IT service management processes and procedures and develop an IT Service Management plan for Commonwealth approval to onboard to the Commonwealth's IT service management tool. The Offeror shall also assess and include in the IT Service Management plan additional ITIL processes and

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

determine those that will be essential to document and implement to successfully provide public web presence service to the Commonwealth.

- i. Catalog Management
 - ii. Knowledge Management
 - iii. Problem Management
 - iv. Release Management
10. A Technology Plan that describes a proposed approach to enhancing the Commonwealth's web sites. The Technology Plan should identify the specific skillsets needed to maintain operations and services, without disruption, during the transformation period. The Technology Plan will be updated annually and include, at a minimum,
 - a. Responsibilities by resource for operational support during the transformation services period.
 - b. Security and system access
 - c. Any hardware/software and telecommunications requirements
 - d. A list of detailed documentation about the technical infrastructure and applications to be provided during the transformation period to support ongoing support and maintenance, and provision for delivery of all documentation, configurations, design assumptions, manuals, business logic, source code and other such informational records necessary for continued operation of the web sites.
 - e. Service Desk Operations.
 11. Security plan aligned with requirements outlined in **S. Security Components** and **T. Security Policies**
 12. Hosting requirements
 13. Data management plan consistent with **Appendix V, PWP Data Management Program Strategy**
 14. Disaster recovery Plan and High availability
 15. The Offeror shall create a training plan that includes both power users and end users and encompass security permissions, troubleshooting techniques, and artifacts, i.e., user guides, fact sheets, enhancement bulletins and online modules.

Deliverables:

1. Transformation Plan approved by the Commonwealth Program Manager
2. Technology Plan approved by the Commonwealth Program Manager
3. Training Plan

Offeror Response

D. Transformation (Phase Three)

The Offeror shall manage, execute, and deliver Transformation Services as outlined in the **VI. C. Assessment and Planning (Phase Two) Deliverables**, i.e., **Transformation Plan** and **Technology Plan**. The selected Offeror shall work with the Commonwealth to create and execute Work Orders, as outlined in **V.D.1. Work Order Management**, to complete Transformation.

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The Offeror shall work with the Commonwealth to onboard to the Commonwealth's IT Service Management tool for the following processes and execute the IT Service Management plan agreed to by the Commonwealth during Phase Two:

1. Catalog Management
2. Knowledge Management
3. Problem Management

Deliverables:

1. Web content reengineered to proposed CMS

Offeror Response

E. Training

The Offeror shall provide training for digital directors, and communications staff on use of the content management tools and templates. The Offeror shall consider an online curriculum, given the regional distribution of content providers. The Offeror shall train OA OIT users and enable them to train other Commonwealth personnel. The Offeror shall establish and administer a user group comprised of Agency Digital Directors and ESO for the purpose of discussing enhancements and changes.

Deliverables:

1. Training classes with flexible delivery format, i.e., virtual instructor-led, on-demand webinars or in person
2. Training Artifacts, including but not limited to, User Guides, Fact Sheets, Enhancement Bulletins and Online Modules

Offeror Response

F. Turnover

At the end of the contract term, the Offeror shall plan, execute, and manage a comprehensive turnover process that explains the status of all work items to the Commonwealth or its designee. At a minimum, the selected Offer shall include the following Turnover actions:

1. Maintain professional, collaborative, and productive conduct during the Turnover process
2. Participate in meetings and follow up on assigned items in a timely manner
3. Conduct Knowledge transfer with the Commonwealth or its designee
4. Provide to the Commonwealth, in electronic format, all process and procedure documents, work products, inventory, work orders, and all documentation and artifacts associated with the Contract.
5. Provide Configuration Control and system access to the Commonwealth or its designee.

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6. Develop a Turnover Technology Plan that describes a proposed approach to turning over services to the Commonwealth or its designee. The Turnover Technology Plan should identify the specific skillsets needed to maintain the solutions built under this agreement. Consideration must be given to ensuring continued operation and services, without disruption, during the turnover period. The Turnover Technology Plan will include, at a minimum,
 - a. Responsibilities by resource for operational support during the turnover services period.
 - b. Security and system access
 - c. Any hardware/software and telecommunications requirements
 - d. Processes for the identification of any deliverables that have not been delivered, that have been delivered but not accepted, or that have been rejected and a proposed resolution for all such identified deliverables.
 - e. A list of detailed documentation about the technical infrastructure and applications to be provided during the turnover period to support ongoing support and maintenance, and provision for delivery of all documentation, configurations, design assumptions, manuals, business logic, source code and other such informational records necessary for continued operation of the Solution.
 - f. Service Desk Operations.
 - g. A list of operational statistics to be provided during the turnover period, including resource consumption, system performance, and application activity in both aggregated and trended forms.
 - h. An inventory of third-party products for which the licenses will be transferred from Contractor to the Commonwealth. This inventory shall be delivered together with fully executed copies of all license agreements and assignments acceptable to the Commonwealth.
 - i. Any work in process or to be performed under any completed or in-process Work Order.
 - j. Return of the Commonwealth's data and any other Commonwealth property in the possession of the Contractor, or written verification of the destruction of confidential records, software, and/or scripts.
7. Produce the Final Report.

Deliverables:

1. Turnover Technology Plan approved by the Commonwealth Program Manager
2. Final Report approved by the Commonwealth Program Manager

Offeror Response

VII. Reports and Project Control

The Offeror shall describe its project management approach and document project activities in the Project Management artifacts below. The Offeror shall create, maintain, and execute the following plans and supporting documentation and logs in a format agreed to by the Commonwealth.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

A. Work Plan

The Offeror shall provide a work plan detailing all work to be performed for the Contract resulting for this RFP. The Offeror shall submit before the end of Phase One an initial or baseline work plan to be reviewed and approved by the Commonwealth, then maintained by the Offeror through the life of the project. The Work Plan shall include a work breakdown structure (WBS) and schedule. It shall contain all the work (tasks and deliverables), duration of each task (in days), planned schedule dates for the work to occur (consider business days, excluding Commonwealth holidays), dependencies and personnel (Commonwealth and the Offeror) assigned to accomplish the project. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship. Each approved Work Order shall have a Work Plan.

B. Communications Management Plan

The Offeror shall submit a Communications Management Plan for review and approval. It shall describe the communication management process to be followed for the duration of the Contract. The Communications Management Plan shall address the timeframe and frequency for project meetings and reports, what is communicated (status reports, agendas, meeting minutes, issues log), who shall communicate and who shall receive the information, and the methods to convey the information (electronic / hard copy). The Communications Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

C. Requirements Management Plan

The Offeror shall submit a requirements management plan for review and approval. The requirements management plan must describe the process and approach to manage and address requirements for the duration of the contract. The Requirements Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

D. Staffing Plan

In accordance with **III.A Company Overview**, a comprehensive Staffing Plan must outline Offeror staff responsibilities and office locations necessary to develop and manage PWP related applications and manage the technical environment. Such a Staffing Plan shall demonstrate and document the Offeror's approach to managing complex business relationships through an effective and comprehensive coverage matrix. The Staffing Plan must support face-to-face, on-premise, and remote operations. Refer to **I.B. Objectives by Phase**, above, for more guidance about scope dynamics. The Staffing Plan shall be produced before the end of Phase One, and at least annually thereafter.

E. Change Management Plan

The Offeror shall submit a change management plan for review and approval. It shall describe the change process to track change requests from submittal to final disposition. The Change

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

Management Plan shall include the process to track submission, coordination, review, evaluation, categorization, and approval for release of all changes. It shall address who receives requests and any forms and change logs to be used. The Change Management Plan should identify the level of authority included within a change review team to review and make change decisions during the project. The review team approves, defers, or rejects any changes that occur during the project. The Offeror shall capture, track, and maintain change status in a change log. The Change Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

F. Quality Management Plan

The Offeror shall provide a Quality Management Plan that describes the approach used to address Quality Assurance (QA) and Quality Control (QC) during the Contract term. The quality management plan should identify the quality processes and practices including the periodic reviews, audits, and the testing strategy for key deliverables. The plan should also include the criteria by which quality is measured, the tolerances required of product and project deliverables, how compliance is measured, and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The Quality Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

The Quality Management Plan should also address the Offeror's required use of automated tools to execute scans of all public pages to find and resolve quality issues. Quality assurance scans must occur after initial migration and at an interval frequency approved by the Commonwealth thereafter. At a minimum, quality assurance must address the following:

1. Misspelled words
2. Broken links
3. Search Engine Optimization recommendations to address increasing the quality and quantity of traffic to the website(s) through organic search engine results

The Commonwealth and the Offeror shall meet on a frequency basis agreed to by the Commonwealth to address review visitor behavior and discover opportunities for improving service. Discussion topics will include, but not be limited to, site traffic volumes, traffic peaks, and time to access information.

G. Risk Management Plan

The Offeror shall submit a Risk Management Plan for review and approval. It shall identify risks and what actions shall be taken to manage risks throughout the life of a project. A risk is any factor that may potentially occur and interfere with successful completion of the project. The Risk Management Plan must cover who is responsible for managing and mitigating the risks, how risk communication and escalation occurs, how they shall be tracked throughout the project, how contingency plans shall be implemented, and how project resources shall be allocated to handle risk. As risks are identified, they are entered in the risk management log, which shall serve as the central repository for all risks identified by the project. The Risk

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

H. Issue Management Plan

The Offeror shall submit an issue management plan for review and approval. It shall identify issues and what actions shall be taken to resolve the issue. An issue is a factor that has occurred and is impacting the project. The issue management plan must cover who is responsible for managing and resolving the issue, how they shall be tracked throughout the project, how issue resolution and escalation will be handled, and how project resources shall be allocated to handle issues. As issues are identified, they are entered in the issue management log, which shall serve as the central repository for all issues identified throughout the project. The Issue Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

I. Time Management Plan

The Offeror shall submit a time management plan for review and approval. The time management plan must describe the process for controlling the proposed schedule and how the achievement of tasks and milestones will be identified and reported. The plan must also detail the process to identify, resolve, and report resolution of problems such as schedule slippage. The Time Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

J. Status Report

The Offeror shall provide a bi-weekly executive Status Report covering project health status using green (on track with minor variance), amber (at risk and needs alignment), or red (Needs Attention) status visualization, accomplishments, upcoming activities, issues, risks, dependencies, recommendations, and update baseline actions to maintain adherence to the timeline, as needed. This report should be keyed to the Work Plan, and related Work Orders, the Offeror developed in its proposal, as amended, or approved by the Commonwealth.

K. Technology Plan

The Offeror shall provide a Technology Plan that describes the established technical environment and a roadmap for the components in the technical environment. Potential content may include current hardware, software, network, security, and service management processes. Overview and detailed diagrams with supporting narratives must be provided. A thorough inventory shall be included. The Technology Plan shall be produced at the beginning of Phase

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Two, at least annually thereafter, and at the end of the Contract resulting from this RFP to underpin **IV.F. Turnover** activities, the Turnover Technology Plan.

L. Metrics Report

In accordance with **V.V. Service Level Agreements**, the Offeror shall provide a monthly report covering the mutually agreed upon and established service levels. The metrics report shall be provided at the beginning of Phase Two.

M. Final Report

The Offeror shall close out the project by providing a final report as evidence of completeness and indicating any approved outstanding issues. Any unapproved outstanding issues shall be remedied prior to project closeout. A final report shall be submitted by the Offeror within seven (7) days after the project completion. The Offeror should address the following in its Final Report:

1. Overview of project completion criteria
2. Listing of any outstanding activities or deliverables
3. Check list confirming deliverables, sign offs
4. Handover of project documentation
5. Lessoned Learned and Recommendations

VIII. Objections and Additions to Standard Contract Terms and Conditions

The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section 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 **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

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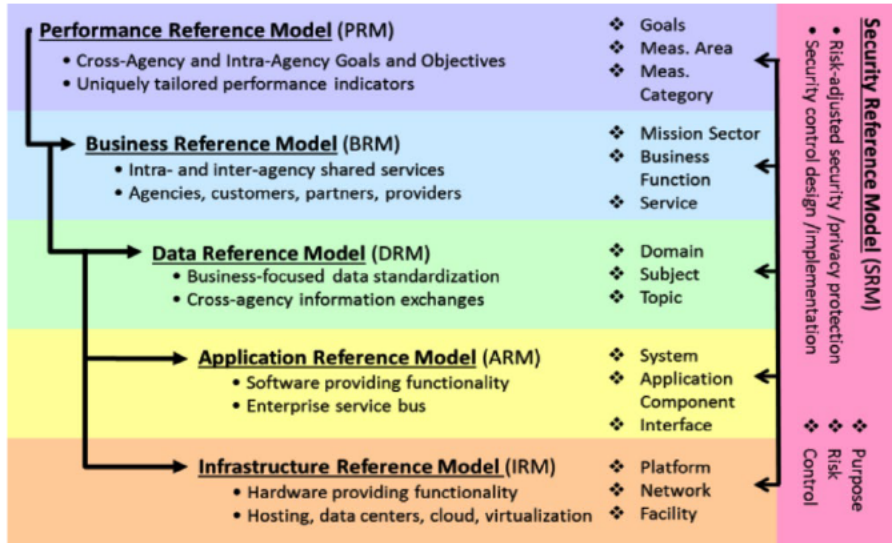
The following Sections in **Appendix U, IT Contract Terms and Conditions** and **Appendix X, Non-Commonwealth Hosting Requirements** are not negotiable:

- Section 29 of **Appendix U, IT Contract Terms and Conditions**, *Background Checks*
- Section 31, of **Appendix U, IT Contract Terms and Conditions**, *Confidentiality, Privacy and Compliance*
- Section 32 of **Appendix U, IT Contract Terms and Conditions**, *PCI Security Compliance*
- Section 33 of **Appendix U, IT Contract Terms and Conditions**, *Data Breach or Loss*
- Section 41 of **Appendix U, IT Contract Terms and Conditions**, *Virus, Malicious, Mischievous or Destructive Programming*
- Section 56 of **Appendix U, IT Contract Terms and Conditions**, *Agency Specific Sensitive and Commonwealth Confidential Information*
- Exhibit A of **Appendix U, IT Contract Terms and Conditions**, *Health Insurance Portability and Accountability Act (HIPAA) Compliance*
- Section B of **Appendix X, Non-Commonwealth Hosting Requirements**, *Security Requirements*
- Section C of **Appendix X, Non-Commonwealth Hosting Requirements**, *Data Storage*
- Section D of **Appendix X, Non-Commonwealth Hosting Requirements**, *Adherence to Policy*
- Attachment 1 of **Appendix X, Non-Commonwealth Hosting Requirements**, ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication
- Attachment 1 of **Appendix X, Non-Commonwealth Hosting Requirements**, ITP SEC039-Keystone Login

Offeror Response

APPENDIX A - COMMONWEALTH ENTERPRISE ARCHITECTURE FRAMEWORK

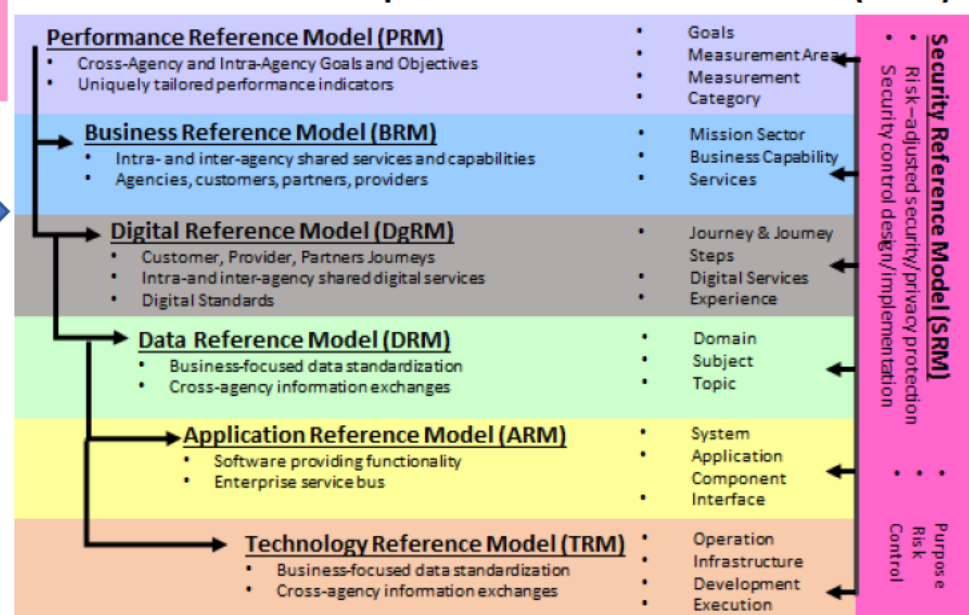
Federal Enterprise Architecture Framework (FEAF)



WHAT IS FEAF

- A framework for describing important elements of government operations in a common and consistent way.
- A set of interrelated “reference models” that facilitate cross-agency analysis and identify duplicative investments, gaps, and collaboration opportunities within and across agencies.
- Enables government planners to increase shared services, support re-use, close performance gaps, and promote engagement among government, industry, and citizens.

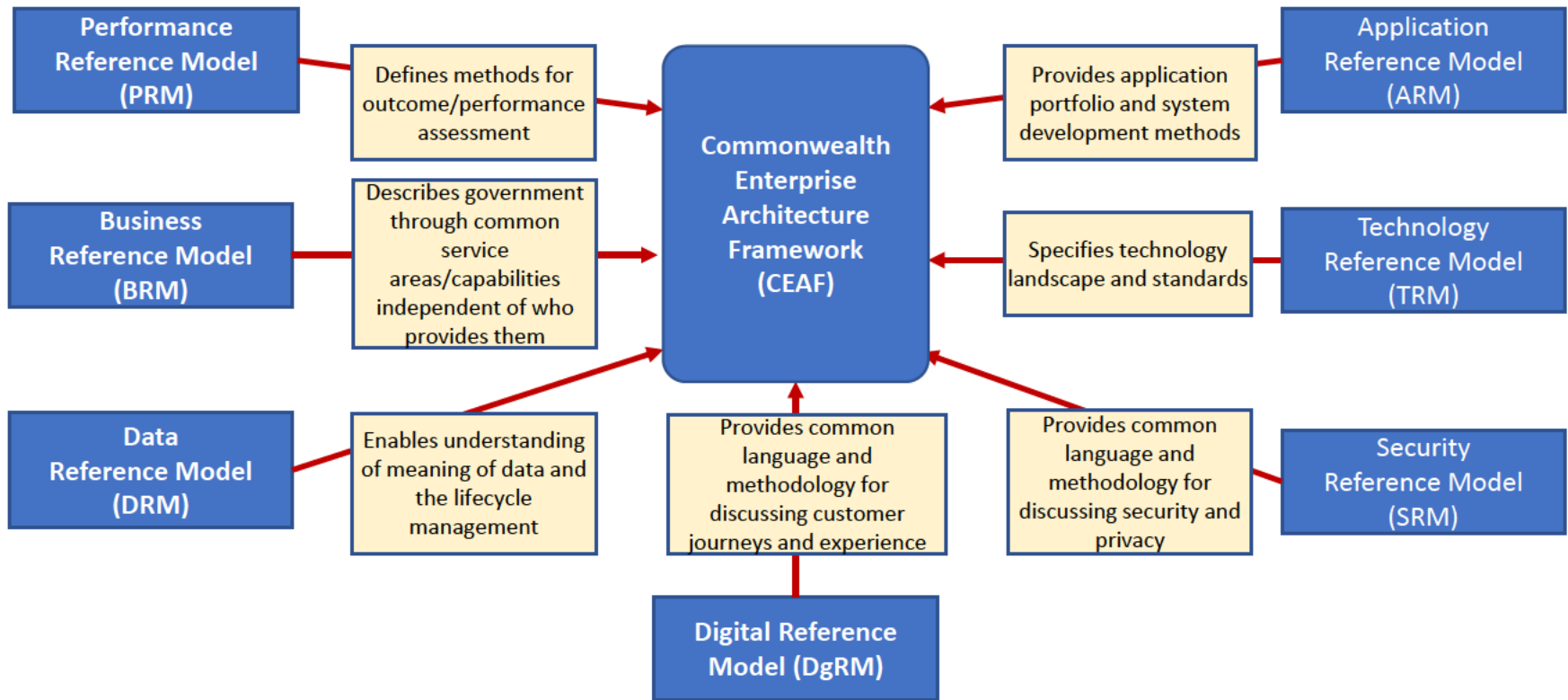
Commonwealth Enterprise Architecture Framework (CEAF)



WHAT IS CEAF

- A Commonwealth framework, based on FEAF, that provides a consistent view of agency operations.
- Added another reference model to describe customer/citizen perspective: *Digital (Experience) Reference Model*.
- Renamed *Infrastructure Reference Model (IRM)* to *Technical Reference Model (TRM)*.
- The TRM includes the technology and standards in infrastructure, run time, development and operations areas.

APPENDIX A - Commonwealth Enterprise Architecture Framework (CEAF)



APPENDIX AA, PDAA ASSESSMENT

Policy Driven Adoption for Accessibility (PDAA): Vendor Self-Assessment

This assessment allows vendor organizations to describe how they are currently implementing digital accessibility policy and practices within their organizations. Please complete this form by checking a box for each topic that most closely match the current state of your organization.

The assessment is not a substitute for other requested accessibility information such as VPATs. For additional information, please contact John Weikle, Issuing Officer @RA-GSITPROCUREMENT@pa.gov.

Section 1: Organization information

Organization Name:

Organization Address:

Responder Contact Information:

Date Assessment Completed

Section 2: Organization Type

My organization is a (choose one or more if applicable):

- Manufacturer: My organization develops and sells its own digital products / services
- Service Provider: My organization sells IT development services
- Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS third party products

Section 3: PDAA Core Criteria Assessment

For each criterion, please select the one status statement that is most relevant to your organization today.

Develop, implement, and maintain a digital accessibility policy.

- My organization has no plan to have a digital accessibility policy. (If selected, skip to next section, or provide comments at the end of this section)
 - a. *Having a digital accessibility policy.*
 - My organization is developing a digital accessibility policy.
 - My organization is finalizing a digital accessibility policy.
 - My organization has approved a digital accessibility policy.
 - b. *Having appropriate plans in place to implement and maintain the policy.*
 - My organization is developing plans to implement our digital accessibility policy and ensure that it is maintained.
 - My organization has completed planning for initial implementation and maintenance of our accessibility policy.
 - My organization has approved plans for accessibility policy implementation and maintenance.

APPENDIX AA, PDAA ASSESSMENT

- c. Establishing metrics and tracking progress towards achieving compliance to the policy.
- My organization is identifying metrics that can be used to gauge policy compliance.
 - My organization is collecting metrics and has begun designing progress reporting based on them.
 - My organization is tracking progress on policy adoption and continues to refine the metrics.
- d. Comments (Provide any comments or additional information on defining, implementing, and maintaining a digital accessibility policy here.)

Establish and maintain an organizational structure that enables and facilitates progress in digital accessibility.

- My organization has no plan to develop a governance system to support digital accessibility. (If selected, skip to next section, or provide comments at the end of this section.)
- a. Developing an organization wide governance system.
- My organization is investigating opportunities to improve organization wide governance for digital accessibility.
 - My organization is finalizing plans that will result in an organization wide governance system.
 - My organization has approved plans for an organization wide governance system.
- b. Designating one or more individuals responsible for implementation.
- My organization has identified key individuals in the implementation process.
 - My organization has assigned implementation duties and responsibilities to appropriate individuals.
- c. Implementing reporting/decision mechanism and maintain records.
- My organization is developing tools and procedures for tracking digital accessibility issues.
 - My organization is tracking and keeping records of digital accessibility reporting and decisions.
 - My organization uses reports to make organizational changes to improve digital accessibility.
- d. Comments (Provide any comments or additional information on establishing and maintaining an organizational structure here.)

Integrate digital accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

- **Manufacturers:** Address processes that pertain to your development of digital products.
- **Service providers:** Address processes that pertain to your development of digital services.
- **Integrators:** Address processes that pertain to your integration services and solutions.
- **Catalog Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings.

APPENDIX AA, PDAA ASSESSMENT

My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section, or provide comments at the end of this section.)

a. Identifying candidate processes for criteria integration.

- My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
- My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
- My organization has approved plans to integrate accessibility criteria into these processes.

b. Implementing process changes.

- My organization has begun modifying its key business processes to integrate accessibility criteria.
- My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
- My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.

c. Integrate fully into all key processes.

- My organization has fully integrated accessibility criteria into all its key business processes and is using these processes to improve the accessibility of its product / service offerings.
- My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

d. Comments (Provide any comments or additional information on integrating digital accessibility criteria into processes here.)

Provide processes for addressing inaccessible digital content.

- **Manufacturers:** Address processes that pertain to your development of digital products in a, b, c, and d.
- **Service providers:** Address processes that pertain to your development of digital services in a, b, c, and d.
- **Integrators:** Address processes that pertain to your integration services and solutions in a, b, c, and d.
- **Catalogue Vendor/Reseller:** Address processes that pertain to your reseller or catalogue offerings in e.

We do not have plans to provide processes for bringing digital content developed and sold by our organization into accessibility compliance. (If selected, skip to next section, or provide comments at the end of this section.)

a. Creating plans that include dates for compliance of inaccessible digital content.

- We are developing plans to identify, and test digital content developed and sold by our organization.

APPENDIX AA, PDAA ASSESSMENT

- We have begun identifying and testing for accessibility in digital products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible digital content into compliance.
 - We perform accessibility testing on all products / serviced developed and sold by our organization and have plans in place that include dates for bringing inaccessible digital content into compliance.
- b. Providing alternate means of access until the digital content is accessible.
- We do not have plans for providing alternate means of access for our organization's digital offerings.
 - We are developing plans for providing alternate means of access for our organization's digital offerings.
 - We are implementing methods providing alternate means of access for our organization's digital offerings.
 - We have fully implemented a repeatable process for providing alternate means for our organization's digital offerings.
- c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects
- We are developing a corrective actions process for handling accessibility technical issues and defects.
 - We are implementing a corrective actions process for handling accessibility technical issues and defects.
 - We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
- d. Maintaining records of identified inaccessible digital content, corrective action, and tracking.
- We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
 - We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
 - We have a record keeping system for tracking the accessibility status of current and future products / services.
 - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
 - We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
 - We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.
- e. Maintaining records of identified inaccessible digital content, corrective action, and tracking. (Catalogue Vendor/Reseller only)
- We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

APPENDIX AA, PDAA ASSESSMENT

- We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
- We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization and use this system to improve the accessibility of our offerings.

f. Section 4 Comments (Provide any comments or additional information on this section here.)

Ensure the availability of relevant digital accessibility skills within (or to) the organization.

- We do not have plans in place to define, identify existing, or acquire digital accessibility skills. (If selected, skip to next section, or provide comments at the end of this section.)
 - a. Defining skills/job descriptions.
 - We have defined general skills and knowledge needs for digital accessibility.
 - We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
 - We have mapped key accessibility skills and knowledge needs to specific fields of practice.
 - b. Identifying existing resources that match up and address gaps.
 - We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
 - We have organized the gaps in order of priority.
 - c. Managing progress in acquiring skills and allocating qualified resources.
 - We have a high-level management plan in place to acquire accessibility skills and/or allocate those resources.
 - We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
 - We have developed a process to track resource training and augmentation.
 - All resources have the appropriate skills and continuous monitoring and improvement systems are in place.
 - d. Comments (Provide any comments or additional information on the availability of relevant digital accessibility skills within the organization here.)

Make information regarding digital accessibility policy, plans, and progress available to customers.

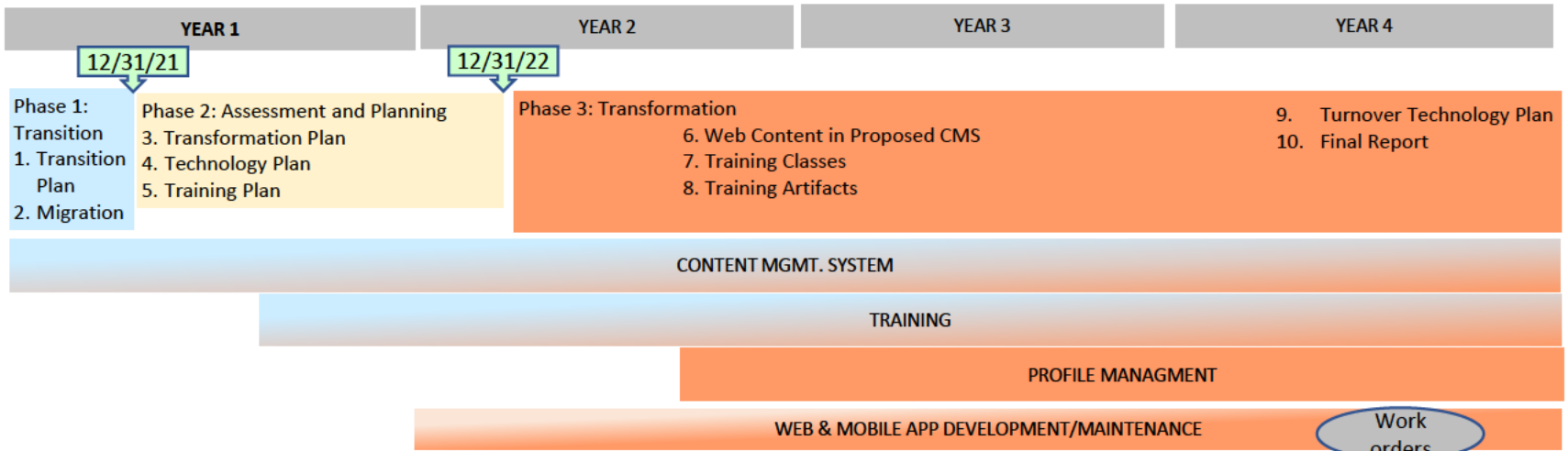
- We do not have a plan to make our accessibility policy or other accessibility information publicly available. (If selected, skip to next section, or provide comments at the end of this section.)
 - Our digital accessibility policy is publicly available.
 - Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.

APPENDIX AA, PDAA ASSESSMENT

- We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
- Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.
- We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
- We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.
- We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Comments (Provide any comments or additional information on making digital accessibility policy, plans and progress available to customers here.)

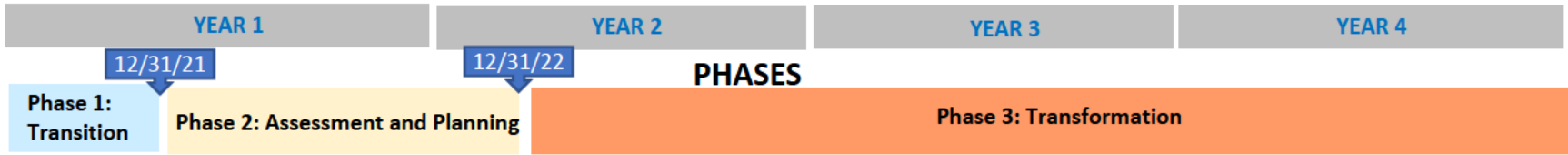
APPENDIX B - PWP OVERVIEW BY PHASE



- INTEGRATION W/ CoPA or 3rd PARTY – CUSTOMER SAT, PMT. PROCESSING, HELP DESK, HOSTING
- CUSTOMER SERVICE TRANSFORMATION
- SINGLE LOG ON
- SATISFACTION SURVEYS
- PROJECT MANAGEMENT
- GOVERNANCE
- IT SERVICE MANAGMENT
- ENTERPRISE ARCHITECTURE
- DATA MANAGEMENT
- SECURITY
- SERVICE DESK

INVITED OPTION - Hosting

APPENDIX B - PWP OVERVIEW BY PHASE



REQUIREMENTS

The following Requirements apply to all Phases of the PWP Contract

<ul style="list-style-type: none"> Commonwealth IT Background Business Relationship Management Governance Project Management IT Service Management Integration 	<ul style="list-style-type: none"> Content Management System Data Management Accessibility Language Access Customer Service Transformation Security Components Security Policies 	<ul style="list-style-type: none"> Software and Documentation Quality and Sustainability Key Performance Indicators (KPIs) Service Level Agreements (SLAs) Value Added Services (Offered Option) Emergency Preparedness
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Transition Services	Service Desk INVITED OPTION - Hosting	Application Development Application Maintenance	Work Order Management
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DELIVERABLES

<ul style="list-style-type: none"> 1. Transition Plan 2. Fully Migrated CoPA web site 	<ul style="list-style-type: none"> 3. Transformation Plan 4. Technology Plan 5. Training Plan 	<ul style="list-style-type: none"> 6. Web content reengineered to CMS 7. Training Classes 8. Training Artifacts 	<ul style="list-style-type: none"> 9. Turnover Technology Plan 10. Final Report
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REPORTS

The following Reports apply to all Phases of the PWP Contract

<ul style="list-style-type: none"> Work Plan Communications Management Plan Requirements Management Plan Staffing Plan 	<ul style="list-style-type: none"> Change Management Plan Quality Management Plan Risk Management Plan Issue Management Plan 	<ul style="list-style-type: none"> Time Management Plan Status Report Metrics Report
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	Technology Plan	Annual and Turnover Technology Plans Final Report
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APPENDIX BB - NON-DISCLOSURE AGREEMENT

1. **[Insert full name of business entity]** (“Company”), with offices located at **[insert complete mailing address of Company]** wishes to receive certain trade secrets, confidential and proprietary information (hereinafter collectively “Information”) pertaining to the **Request for Proposal 6100050631** (the “RFP”). This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine readable form, pertaining to the above.
2. The Company wishes to receive the Information for the sole purpose of submitting a proposal in response to the RFP (“Purpose”).
3. The Information is confidential pursuant to 4 Pa.C.S. § 503(d) and (e). Disclosure of Information by the Commonwealth is in strictest confidence and thus the Company understands that it will:
 - (a) Not disclose to any other person the Information, except as otherwise set forth in Section 3(d);
 - (b) Use at least the same degree of care to maintain the Information secret as the Company uses in maintaining as secret its own secret information, but always at least a reasonable degree of care;
 - (c) Use the Information only for the Purpose set forth in Section 2;
 - (d) Restrict disclosure of the Information solely to those employees of the Company having a need to know such Information in order to accomplish the Purpose set forth in Section 2. Company may disclose Information to Company’s Affiliates who have a need to know the Information to accomplish the Purpose and have agreed in writing to maintain the confidentiality of the Information. Company warrants, and is liable for, its Affiliates’ compliance with the terms of this Agreement. In no event will Company or its Affiliates convert the Information from the Commonwealth to any use other than the Purpose. For the purposes of this Agreement, “Affiliates” means a corporation, partnership, or limited liability company that controls, is controlled by or is under common control with the Company; and “Control” means the power to vote more than fifty percent (50%) of an entity’s securities or other ownership interest.
 - (e) Advise each such employee and Affiliate, before he or she receives access to the Information, of the obligations of the Company under this Agreement, and require each such employee and Affiliates to maintain those obligations;
 - (f) Within **fifteen (15) days** following request of the Commonwealth, return to the Commonwealth all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, **or** confirm to the Commonwealth, in writing, the destruction of such materials; and

- (g) Immediately upon sale of the Company or merger of the Company with a third party, return to the Commonwealth all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to the Commonwealth, in writing, the destruction of such materials.
4. This Agreement imposes no obligation on the Company with respect to any portion of the Information received from the Commonwealth which (a)(1) was known to the Company prior to disclosure by the Commonwealth and (2) as to which the Company has no obligation not to disclose or use it, (b) is lawfully obtained by the Company from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, (d) is independently developed by the Company or (e) is generally disclosed by the Commonwealth to third parties without any obligation on the third parties.
5. This Agreement imposes no obligation on the Company with respect to any portion of the Information disclosed by the Commonwealth, unless such portion is (a) disclosed in a written document or machine readable media marked “CONFIDENTIAL” at the time of disclosure or (b) disclosed in any other manner and summarized in a memorandum mailed to the Company within thirty (30) days of the disclosure. Information disclosed by the Commonwealth in a written document or machine-readable media and marked “CONFIDENTIAL” includes, but is not limited to, the items, set forth in the following documents which are incorporated herein by reference:
- Appendix L, Incident Management Process
 - Appendix M, Change Management Process
 - Appendix N, Service Asset and Configuration Management Process
 - Appendix O, Knowledge Management Process
 - Appendix P, Problem Management Process
 - Appendix Q, Release Management Process
 - Appendix R, Service Catalog Management Process
6. The Information shall remain the sole property of the Commonwealth or the originating agency.
7. THE INFORMATION FURNISHED BY THE COMMONWEALTH UNDER THIS AGREEMENT IS FURNISHED IN GOOD FAITH. THE COMMONWEALTH DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT THE COMPLETENESS, ACCURACY, OR TIMELINESS OF ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, OR THAT SUCH INFORMATION WILL BE ERROR-FREE. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, THE COMMONWEALTH DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR OF FITNESS FOR

A PARTICULAR PURPOSE. THE COMMONWEALTH SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.

8. In the event of a breach or threatened breach or intended breach of this Agreement by the Company, the Commonwealth, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
9. The validity, construction, and performance of this Agreement are governed by the laws of the Commonwealth of Pennsylvania.
10. The rights and obligations of the Company under this Agreement may not be sold, assigned or otherwise transferred.

This Agreement is binding upon the Company, and upon the directors, officers, employees and agent of the Company. This Agreement is effective as of the date of execution by the Company and will continue indefinitely, unless terminated on **thirty (30) days** written notice by either the Company or the Commonwealth. However, the Company's obligations of confidentiality and restrictions on use of the Information disclosed by Commonwealth shall survive termination of this Agreement.

Signature and Certification by Company*

I certify that I have the authority to bind the Company to this Agreement. I have read and understand the certifications and understanding set out in this document. I further understand that, by signing this document, I make the acknowledgement and certifications and confirm the understandings herein subject to the provisions and penalties of **18 Pa. C.S. § 4904** (*unsworn falsification to authorities*).

Signature (*Must be an original ink signature*)

Date

Printed Name

Title

* *If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached.*

Company Information:
(*Must provide in order to receive Information*)

Name (*Please print or type*):

Email Address:

APPENDIX C – OFFEROR PROJECT REFERENCE

OFFEROR INSTRUCTIONS: Complete this form for each of three relevant projects.

Name of Client & Project Title	Client – Project Title																							
Contract Value	[VALUE]																							
Nature and Scope of Project:	Describe the project in enough detail to explain its similarity 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? (<i>Reference Section I-5E Prior Experience</i>)																							
Project Duration:	Start Date Year: [YEAR]	End Date Year: [YEAR or on-going]																						
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]																							
# & Composition of Vendor Employees & Consultants Assigned:	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts																							
Client Contact Information:	<p>Provide the name, title, address and telephone number of at least two references or contact persons that the Commonwealth can contact to inquire about the vendor’s performance and indicate the role these individuals had in relation to the assignment or project. The references/contact persons should be individuals who were key stakeholders or project leaders and who can validate the vendor’s role and responsibilities and who can comment on the quality of the vendor’s performance. 2 contacts required.</p> <p>Reference Contacts:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Name:</td> <td>Title:</td> </tr> <tr> <td>Department:</td> <td></td> </tr> <tr> <td>Full Address:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td>E-mail:</td> </tr> <tr> <td>Relation/Role to Project:</td> <td></td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>Name:</td> <td>Title:</td> </tr> <tr> <td>Department:</td> <td></td> </tr> <tr> <td>Full Address:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td>E-mail:</td> </tr> <tr> <td>Relation/Role to Project:</td> <td></td> </tr> </table>		Name:	Title:	Department:		Full Address:		Telephone:	E-mail:	Relation/Role to Project:				Name:	Title:	Department:		Full Address:		Telephone:	E-mail:	Relation/Role to Project:	
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APPENDIX D - PERSONNEL SUMMARY MATRIX

14	Role 14																			
15	Role 15																			
16	Role 16																			
17	Role 17																			
18	Role 18																			
19	Role 19																			
20	Role 20																			

APPENDIX E, CUSTOMER SERVICE TRANSFORMATION PRINCIPLES AND REQUIREMENTS

The Commonwealth is committed to improving digital interactions with citizens as well as individuals and entities that conduct business with or on behalf of the Commonwealth (each a "Business Partner"). Customer Service Transformation was launched to help the Commonwealth achieve these objectives and is based on the following six design principles:

1. □ A single online destination for services;
2. □ Secure access to services through a single login;
3. □ Consistent and user-friendly online experience across all services;
4. □ A consolidated and streamlined digital footprint;
5. □ Continuous improvement through customer feedback; and
6. □ A single phone number to direct citizens or Business Partners to the services they are seeking.

Offerors are expected to acknowledge these principles. The selected Offeror shall align their performance and deliverables under the contract awarded from this RFP with these principles.

The following section provides more information about the design principles.

Design Principles and Requirements:

1. □ A single online destination for services:

A single online destination will enable citizens and Business Partners to locate services and conduct business in the Commonwealth, even if they do not know which agency to contact. Citizens and Business Partners can still navigate directly to services on agency websites, if they wish.

Offerors must be able to integrate with the single online destination, starting with PA.GOV. The selected Offeror shall be able to receive and validate the credentials of a citizen or Business Partner that were previously authenticated from an active session. This process is further defined below in design principle 2 - secure access to services through a single login.

2. □ Secure access to services through a single login:

The Commonwealth implemented a single login system known as Keystone Login. The purpose of Keystone Login is to provide a consistent and secure approach to account administration. The Keystone Login offers citizens and Business Partners a single online point of access to services offered by multiple Commonwealth agencies or other Business Partners. It is critical that by using Keystone Login any citizen or Business Partner can work with any Commonwealth agency or other Business

APPENDIX E, CUSTOMER SERVICE TRANSFORMATION PRINCIPLES AND REQUIREMENTS

Partner through the Commonwealth's external facing applications using a single login credential.

The consistent and modern authentication standards available through Keystone Login will increase convenience for citizens and Business Partners by simplifying account management and eliminating the need to remember multiple usernames and passwords, while also strengthening the Commonwealth's security posture.

In addition, Keystone Login provides the ability for a citizen or Business Partner to create a single profile managed by Keystone Login.

The selected Offeror shall register with and utilize the Commonwealth's Keystone Login.

Applications that utilize Keystone Login can leverage authentication methods through one of the following approaches; (1) via a series of Application Programming Interfaces ("APIs"), or (2) as a redirect to the Keystone Login Portal. A detailed Developer Integration Guide will be provided to the selected Offeror, however, to aid in determining the level of effort, a summary version of the Developer Integration Guide and the Keystone Login Branding Guidelines are available at the following location: <http://keystonelogindevelopers.pa.gov>.

The summary version of the Developer Integration Guide and the Keystone Login Branding Guidelines should be reviewed by the Offerors prior to responding to this RFP to ensure the Offerors understand the mandatory APIs and services to be made available to citizens and Business Partners.

The Offerors shall include in their proposals an acknowledgement that they will utilize the Keystone Login. If the Offeror requires any additional information to verify the identification of citizens or Business Partners through the authentication process provided by Keystone Login, the Offeror must identify the additional required information in its proposal.

a. If the selected Offeror will be responsible for helpdesk calls from application users, Offeror shall comply with the following:

The selected Offeror is expected to provide Tier 1 Helpdesk support. Keystone Login provides an internal admin dashboard designed to provide Helpdesk information to aid a caller with several Tier 1 level tasks. This is a secure internal administration site; hence, the selected Offeror will need a COPA account, along with VPN in order to access this site and be provided access by the Commonwealth. The dashboard provides the following information:

APPENDIX E, CUSTOMER SERVICE TRANSFORMATION PRINCIPLES AND REQUIREMENTS

Exception Logs: A log of all the errors that occur in the Keystone Login site, calls to Keystone Login APIs, and the Admin site. The list can be searched and filtered by different parameters (User Name, Email Address, Start Date, End Date, Agency, or Application). Returns: ID, Log Date, User Name, User Email, Application Code, Message, Method, File Path, Line Number and Stack Trace.

User Logs: A log of all user activity. The list can be searched and filtered by different parameters (User Name, Email Address, Start Date, End Date, Agency, or Application). Returns: ID, Log Date, User Name, User Email, Application Code, User Event Type and Message.

Search: Used for searching users in Commonwealth domains. Search also provides the ability to edit Keystone Login accounts, unlock accounts when locked, change or reset passwords. User Search: Username, Email address, first name, last name, phone or domain. Returns: Name, User Name, Domain with buttons to see Details, User Logs, Exception Logs, Reset Password, Change Password, Edit, or Social Logins.

3. A consistent and user-friendly online experience across all services:

A common look and feel increases trust by enabling citizens and Business Partners to easily recognize official services provided by the Commonwealth. This also includes ensuring that online services and information are accessible to all citizens and Business Partners, regardless of ability.

Offerors shall acknowledge compliance with the Commonwealth's web site and mobile application design standards. Refer to the Commonwealth Information Technology Policies (ITPs) SFT002 – Commonwealth of PA Website Standards, NET005 - Commonwealth External and Internal Domain Name Services (DNS), and SFT009 – Application Development.

Offerors must acknowledge and demonstrate compliance to relevant federal, state and local laws, regulations, rules and legislation, including, but not limited to:

- Title III of the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability;
- Section 508 Amendment to the Rehabilitation Act of 1973 which requires all Federal agencies' electronic and information technology to be accessible to those with disabilities; and
- Section 504 of the Rehabilitation Act which prohibits discrimination on the basis of disability for entities receiving federal funds.

In addition, Offerors must acknowledge compliance with the Web Content Accessibility Guidelines (WCAG) 2.0, which are industry standards. The

APPENDIX E, CUSTOMER SERVICE TRANSFORMATION PRINCIPLES AND REQUIREMENTS

selected Offeror must provide quarterly reports that demonstrate compliance with WCAG. Refer to the Commonwealth Information Technology Policy (ITP) ACC001 – Information Technology Accessibility Policy for additional information.

4. A consolidated and streamlined digital footprint:

The Commonwealth is looking to streamline its online presence and make information easier to find by eliminating or consolidating small, outdated or low traffic Commonwealth websites.

The selected Offerors must use the PA.GOV domain for proposed websites. By using PA.GOV, citizens and Business Partners will know that they are utilizing official services from the Commonwealth.

5. Continuous improvement through customer feedback:

The Commonwealth will be collecting feedback from our citizen and Business Partners regarding the Customer Service Transformation. The Commonwealth may use the feedback to identify new opportunities to improve and innovate services.

The selected Offerors shall have the ability to collect satisfaction and feedback related data from citizens and Business Partners.

6. A single phone number to direct citizens to the services they are seeking:

The Commonwealth intends to make it easier for citizens and Business Partners to find the services they are seeking by calling a single Commonwealth phone number. Citizens and Business Partners may still contact agencies directly through existing call centers and phone numbers, if they wish.

The selected Offeror will be expected to collaborate with this initiative where appropriate.

APPENDIX F, PWP RACI MATRIX EXAMPLE

Responsibility	OA IT ESO	OA IT CTO	OA IT EISO	OA IT CAO	Gov Ofc. Digital	Offeror	Agency	Ofc. Gen. Counsel
Verification of Work Order Level of Effort	C	C			A	R		
Serve as backup to small agency that doesn't have the staff to maintain a site when their primary is out of office	R	I					A	
Provide guidance on road mapping (when new SharePoint features or versions are available)	C	C	C		A	R	I	
Comply with ITPs associated with web development and hosting and ITIL processes	A	C	C		I	R	R	
Accessibility checking	I			C	A	R	R	
Manage technical relationship (i.e. service interruptions, incident, problem, change management, upgrades, and web traffic analytics, SLAs)	C	R	R		A	R	I	C
Communications dealing with sensitive, political, or visible issues	I	C	C		R	A		
Coordinate and conduct appropriate tool analysis and evaluation based on industry trends	A	C			R	C	I	
Governance - decision-making team that guides decisions on project engagement, technology	C	C	C		A, R	I		I

APPENDIX F, PWP RACI MATRIX EXAMPLE

Responsibility	OA IT ESO	OA IT CTO	OA IT EISO	OA IT CAO	Gov Ofc. Digital	Offeror	Agency	Ofc. Gen. Counsel
decisions, establishment of policy/guidelines and potential investment.								
Contract management/master agreement	C	C			A, R	I		C
Staff resource hiring reviews and onboarding	R				R	A		

Legend

R	Responsible
A	Accountable
C	Consult
I	Inform

APPENDIX G, OFFEROR ENGAGEMENT MATRIX

This document outlines the areas within the Office for Information Technology with which the Offeror will engage for the key functions outlined within the Technical Submittal. It also showcases how the six Information Technology Delivery Centers map to state agencies. The Offeror shall engage state agencies under the Governor’s jurisdiction through the respective Information Technology Delivery Center and engage Independent state agencies through the Enterprise Solutions Office. The “X” indicates the area responsible for the function.

Responsibility	Deputy Secretary for IT/CIO Office	Enterprise Solutions Office	Enterprise Technology Services Office	Enterprise Information Security Office	Technology Business Office	Data & Digital Technology Office	IT Delivery Centers (x6)
Commonwealth Program Management		X					
Contract Management		X					
Project Governance		X					
Content Management System		X					
Commonwealth Mobile App Stores	X						
IT Service Management					X		
Security				X			
IT Governance	X						
Hosting Services			X				
Service Desk			X				
Accessibility	X						
Data Management						X	
Enterprise Architecture	X						
Customer Service Transformation	X						
Assessment & Planning		X					
Public Web Presence Transformation		X					
State Agency Engagement (under Governor’s jurisdiction)							X
Independent State Agency Engagement		X					

APPENDIX G, OFFEROR ENGAGEMENT MATRIX

IT Delivery Center	State Agencies
General Government	Office of Administration, Office of the Budget, Office of General Counsel, Governor's Office, Lt. Governor's Office, Department of Education, Department of General Services, Office of Inspector General, PA Human Relations Commissions, PA Historical & Museum Commission
Conservation & Environment	Department of Conservation & Natural Resources, Department of Environmental Protection, Department of Agriculture, Milk Marketing Board, Environmental Hearing Board
Employment, Banking & Revenue	Department of Labor & Industry, Department of Revenue, Department of State, Banking & Securities Commission, Insurance Department
Infrastructure & Economic Development	Community & Economic Development, Emergency Management Agency, Transportation
Health & Human Services	Department of Human Services, Department of Health, Drug & Alcohol Programs, Department of Aging, Department of Military & Veterans Affairs
Public Safety	Department of Corrections, Probation & Parole Board, State Police, Commission on Crime & Delinquency, Justice Network



<Insert Name> Committee

Operating Concepts

1. Purpose

<Insert Purpose of the Committee>

2. Goal

<Insert Goal of the Committee>

3. Objectives

- <Insert Objective of the Committee>
- <Insert Objective of the Committee>
- Resolve matters escalated by other Committees.
- Escalate unresolved matters to the <Insert Committee Name> Committee.

4. Membership

Committee members consist of the following:

- <Insert Role (i.e. Commonwealth Chief Information Officer)>
- <Insert Role>
-

5. Roles and Responsibilities

5.1 Chair or Co-Chairs

The <Insert Chair or Co-Chairs> of the <Insert Committee Name> Committee is the <Insert Role>. The <Insert Chair or Co-Chairs> responsibilities include:

- Facilitate Committee meetings.
- Escalate unresolved matters to the <Insert> Committee.
- Designate a scribe that shall
 - Maintain documents for the Committee.
 - Provide administrative support to the Committee.
- <Insert Responsibility>

5.2 <Insert Committee Name> Committee Members

<Insert Committee Name> Committee member responsibilities include:

- Attend and participate in Committee meetings.
- Support the decisions made during Committee meetings.
- Assign the corrective actions identified during Committee meetings.
- Handle business of the Committee.
- <Insert Responsibility>

APPENDIX H – GOVERNANCE OPERATING CONCEPT TEMPLATE

6. Committee Actions

<Insert Committee Name> Committee decisions should reflect consensus, where possible. If consensus cannot be reached, the matter will be referred to the <Insert Committee Name> Committee. The Committee Chair has the right to limit escalations.

Actions taken by the Committee are in accordance with the objectives of the Committee and members may review and make recommendations regarding the following:

- Issue resolution
- Risk mitigation
- <Insert Action>

7. Interactions with Other Governance Bodies

The <Insert Committee Name> Committee will interact with the following committees:

- <Insert Committee Name> Committee
- <Insert Committee Name> Committee

8. Meetings

The <Insert Committee Name> Committee will meet <insert frequency> or more frequently as necessary.

APPENDIX I – MEETING AGENDA AND NOTES TEMPLATE



Meeting Subject

Summary

Date

Attendees – Y or N (Based Upon Attendance)			
<Name>	Y or N	<Name>	Y or N

Duration	Topic	Facilitator(s)
5 mins	Welcome and Review of Notes from Previous Meeting <ul style="list-style-type: none"> ○ Open Action Item Review 	
50 mins	<ul style="list-style-type: none"> • Project Status Report • Risk/Issue Review • Topics of Interest • Topics of Interest • Topics of Interest 	
5 mins	Future Agenda Items	

Open Action Items					
#	Date Logged	Action Item	Resolution	Assigned To	Target Completion
1		Topics of Interest			

Decisions		
#	Date	Decision
1		Topics of Interest

Closed Action Items					
#	Date Logged	Action Item	Resolution	Assigned To	Date Closed
1		Topics of Interest			

NOTES

APPENDIX J – PWP SERVICE CATALOG

Application Development and Maintenance

Service	Description
Application Development	Custom development of business centric solutions. Includes: <ul style="list-style-type: none">• Requirements gathering• Design• Build• Testing• Deployment• User and system documentation
Application Maintenance	Enhancements or corrections to custom business centric solutions. Includes services from Application Development, adding: <ul style="list-style-type: none">• Regression testing.

APPENDIX K - COST SUBMITTAL PWP

INSTRUCTIONS

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK (Tab 1)

1. The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal.
2. The estimates provided within this appendix are not a guarantee of service to be performed and/or payment under the contract resulting from this RFP.
3. 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.

OFFEROR INFORMATION (Tab 2)

1. Select the Offeror Information Tab at the bottom of this page.
2. Complete the highlighted cells in the top portion of the form (all contact information).
3. The Offeror contact information from Tab 2 will populate on Tabs 3-8.
4. The Cost Submittal will be evaluated for the Base Term of the Contract (4 years) ONLY.

COST SUBMITTAL SUMMARY AND BREAKDOWN (Tab 3 through Tab 6)

1. Tab 3 Summary requires no data entry. This worksheet will automatically calculate based on the entries in Tabs 4 - 6.
2. In Tabs 4, 5 and 6 Offeror must provide costs in all cells highlighted in yellow.
3. If the Offeror does not provide an entry in a yellow cell, a zero dollar amount will be calculated.
4. Formulas are embedded in the worksheets. Offerors should not attempt to unlock cells.

INVITED OPTIONS (Tab7)

1. Invited Options are products or services requested by the Commonwealth. Costs for Invited Options will not be evaluated as part of the RFP scoring process.
2. Invited Options will be exercised at the sole discretion of the Commonwealth.

OFFERED OPTIONS (Tab 8)

1. Offered Options are products or services proposed by an Offeror to add value to the existing RFP services.
2. Costs for Offered Options will not be evaluated as part of the RFP scoring process.

The Offeror should apply the initial contract term cost reflected on Tab 3 Summary to the Small and Small Diverse Business Participation Submittals and Letter(s) of Intent (LOI). This initial contract term total is to be used as the basis for calculating/converting your proposed percentage of participating commitment into dollars and cents on the LOI.

NOTE:

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.

OFFEROR INFORMATION

OFFEROR NAME	CONTACT PERSON	
OFFEROR ADDRESS	EMAIL ADDRESS	
	PHONE NUMBER	FAX NUMBER
	SAP VENDOR NO.	FEDERAL ID OR SSN

COST SUMMARY - RFP #6100050631: PUBLIC WEB PRESENCE

Offeror Name	0
Offeror Vendor Number	0
Offeror Federal ID #	0

BASE YEARS 1-4 COST COMPONENTS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEARS 1-4
Deliverables	\$0	\$0	\$0	\$0	\$0
Ongoing Services	\$0	\$0	\$0	\$0	\$0
Transformation Services	\$0	\$0	\$0	\$0	\$0
TOTAL COST, BASE YEARS	\$0	\$0	\$0	\$0	\$0

RENEWAL YEARS 5-6 COST COMPONENTS	YEAR 5	YEAR 6	YEARS 5-6
Deliverables			
Ongoing Services	\$0	\$0	\$0
Transformation Services	\$0	\$0	\$0
TOTAL COST, RENEWAL YEARS	\$0	\$0	\$0

TOTAL PWP COST ALL YEARS **\$0**

DELIVERABLES - RFP #6100050631: PUBLIC WEB PRESENCE	
Offeror Name	0
Offeror Vendor Number	0
Offeror Federal ID #	0

TOTAL DELIVERABLE COSTS	Base Years			
	Year 1	Year 2	Year 3	Year 4
DELIVERABLE/TASK				
Deliverable 1 (Task VI. A.), Transition Plan approved by CoPA Program Manager				
Deliverable 2 (Task VI. B.), Fully migrated Commonwealth web site approved by the CoPA Program Manager				
Deliverable 3 (Task VI. C.), Transformation Plan approved by the Commonwealth Program Manager				
Deliverable 4 (Task VI. C.), Technology Plan approved by the Commonwealth Program Manager				
Deliverable 5 (Task VI. C.), Training Plan				
Deliverable 6 (Task VI. D.), Web content reengineered to proposed CMS				
Deliverable 7 (Task VI. E.), Training classes with flexible delivery format, i.e., virtual instructor-led, on-demand webinars or in person				
Deliverable 8 (Task VI. E.), Training artifacts, including but not limited to, User Guides, Fact Sheets, Enhancements Bulletins and Online Modules				
Deliverable 9 (Task VI. F.), Turnover Technology Plan approved by the Commonwealth Program Manager				
Deliverable 10 (Task VI. F.), Final Report approved by the Commonwealth Program Manager				
TOTAL DELIVERABLE COSTS BY YEAR	\$0	\$0	\$0	\$0

TOTAL DELIVERABLE COST, BASE YEARS **\$0**

ONGOING SERVICES - RFP 6100050631: PUBLIC WEB PRESENCE

Offeror Name		0
Offeror Vendor Number		0
Offeror Federal ID #		0

OFFERORS WILL PROVIDE INPUT IN YELLOW CELLS ONLY.

BASE YEARS 1-4: MONTHLY COST

Service Type	Year 1 Monthly Cost	Year 1 Cost	Year 2 Monthly Cost	Year 2 Cost	Year 3 Monthly Cost	Year 3 Cost	Year 4 Monthly Cost	Year 4 Cost	TOTAL COST BASE YEARS
Content Management		\$0		\$0		\$0		\$0	\$0
Data Management		\$0		\$0		\$0		\$0	\$0
Service Desk		\$0		\$0		\$0		\$0	\$0
Quality and Sustainability		\$0		\$0		\$0		\$0	\$0
BASE YEARS COST, ONGOING SERVICES		\$0		\$0		\$0		\$0	\$0

RENEWAL YEARS 5-6: ANNUAL COST

Service Type	Year 5 Monthly Cost	Year 5 Cost	Year 6 Monthly Cost	Year 6 Cost	TOTAL COST RENEWAL YEARS
Content Management		\$0		\$0	\$0
Data Management		\$0		\$0	\$0
Service Desk		\$0		\$0	\$0
Quality and Sustainability		\$0		\$0	\$0
RENEWAL YRS. COST, ONGOING SERVICES		\$0		\$0	\$0

SERVICE DESK OPTIONS	Year 1 Cost		Year 2 Cost	Year 3 Cost	Year 4 Cost	TOTAL COST YEARS 1-4
	Monthly	One Time	Monthly	Monthly	Monthly	
Tier 1 Only						
Service Desk, Monthly						
Service Desk, Initiation						
TOTAL ANNUAL COSTS	\$0		\$0	\$0	\$0	\$0
Tier 2 Only						
Service Desk, Monthly						
Service Desk, Initiation						
TOTAL ANNUAL COSTS	\$0		\$0	\$0	\$0	\$0
Tier 1 and 2						
Service Desk, Monthly						
Service Desk, Initiation						
TOTAL ANNUAL COSTS	\$0		\$0	\$0	\$0	\$0

SERVICE DESK OPTIONS	Year 5 Cost	Year 6 Cost	TOTAL YRS 5-6
	Monthly	Monthly	
Tier 1 Only			
Service Desk, Monthly			
TOTAL ANNUAL COSTS	\$0	\$0	\$0
Tier 2 Only			
Service Desk, Monthly			
TOTAL ANNUAL COSTS	\$0	\$0	\$0
Tier 1 and 2			
Service Desk, Monthly			
TOTAL ANNUAL COSTS	\$0	\$0	\$0

Offeror Name	0
Offeror Vendor Number	0
Offeror Federal ID #	0

Invited Options are products and services requested by the Commonwealth. Offerors shall provide costs for all Invited Options. The Commonwealth will NOT evaluate Invited Options costs as part of the RFP scoring process. Invited Options will be exercised at the sole discretion of the Commonwealth.

INVITED OPTIONS - RFP 6100050631: PUBLIC WEB PRESENCE

INVITED OPTIONS BASE YEARS 1-4						TOTAL COST YEARS 1-4
HOSTING OPTIONS	Year 1 Cost		Year 2 Cost	Year 3 Cost	Year 4 Cost	
1. Offeror/subcontractor hosted	Monthly	One Time	Monthly	Monthly	Monthly	
Hosting, Monthly						
Hosting, Initiation						
TOTAL ANNUAL COSTS	\$0		\$0	\$0	\$0	\$0
2. Hybrid scenario using the Offeror/subcontractor infrastructure						
Hosting, Monthly						
Hosting, Initiation						
TOTAL ANNUAL COSTS	\$0		\$0	\$0	\$0	\$0
3. Hybrid scenario using the Commonwealth infrastructure						
Hosting, Monthly						
Hosting, Initiation						
TOTAL ANNUAL COSTS	\$0		\$0	\$0	\$0	\$0

INVITED OPTIONS RENEWAL YEARS			
HOSTING OPTIONS	Year 5 Cost	Year 6 Cost	TOTAL YRS 5-6
1. Offeror/subcontractor hosted	Monthly	Monthly	
Hosting, Monthly			
TOTAL ANNUAL COSTS	\$0	\$0	\$0
2. Hybrid scenario using the Offeror/subcontractor infrastructure			
Hosting, Monthly			
TOTAL ANNUAL COSTS	\$0	\$0	\$0
3. Hybrid scenario using the Commonwealth infrastructure			
Hosting, Monthly			
TOTAL ANNUAL COSTS	\$0	\$0	\$0

Offeror Name	0
Offeror Vendor Number	0
Offeror Federal ID #	0

Offered Options are products or services proposed by an Offeror to add value to the existing RFP services.
 The Commonwealth will NOT evaluate Offered Options costs as part of the RFP scoring process.
 Offerors are not required to included Offered Options in the proposal.
 Offered Options will be exercised at the sole discretion of the Commonwealth.

OFFERED OPTIONS - RFP 6100050631: PUBLIC WEB PRESENCE

OFFERED OPTIONS (V.W. Value-Added Services)	UNIT COST	MONTHLY COST
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		
Value-Added Services Description		

APPENDICES L-R are Restricted from Public Disclosure

Non-Disclosure Agreement.

- A. How to submit completed form.** Offerors are required to submit a completed and signed **Appendix BB, Non-Disclosure Agreement** before access to appendices marked “restricted from public disclosure” will be granted. The Issuing Office will accept the signed Non-Disclosure Agreement electronically via email at ra-gsitprocurement@pa.gov (with the subject line “RFP# 6100050631 Non-Disclosure Agreement”).

- B. Distribution, Access To, and Disposal of Materials**
 - 1.** Offerors that have executed and submitted a Non-Disclosure Agreement will be provided access to identified appendices containing comprehensive information on Commonwealth property. The Offeror will receive the appendices through a secure email message from the Issuing Officer.

 - 2.** Unsuccessful Offerors, upon award of the contract resulting from this RFP, must destroy all documentation and other information obtained in accordance with this subsection pursuant to subsection 3 f) of **Appendix BB, Non-Disclosure Agreement**.

Appendix L, Incident Management Process



Appendix M, Change Management Process



Appendix N, Service Asset and Configuration Management Process



Version: 1.7
Date: 10/04/2017

Appendix O, Knowledge Management Process



Appendix P, Problem Management Process



Appendix Q, Release Management Process



Version: 2.0
Date: 2/20/2020

Appendix R, Service Catalog Management Process



APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

SharePoint Sites and Metrics

The webparts count below include both SharePoint out-of-the-box as well as custom webparts. The webpart counts would include multiple uses of the same webpart on a single website.

Information in this appendix was gathered in August 2020. It is subject to change and should be used by Offerors to develop their proposed activities in Phase One and cost submittal.

URL	Site Count	Page Count	Image Count	Document Count	Express Forms	Webparts
http://www.aging.pa.gov	48	134	61	1037	2	61
http://www.agriculture.pa.gov	167	360	185	2650	7	266
http://www.arts.pa.gov	26	93	115	314	3	16
http://www.bop.pa.gov	7	38	37	17	1	10
http://www.budget.pa.gov	50	242	63	1330	1	88
http://www.chipcoverspakids.com	7	75	47	184	Included in DHS	27
http://www.cor.pa.gov	36	307	1155	2744	2	129
http://www.dcnr.pa.gov	403	2181	1197	244	16	954
http://www.ddap.pa.gov	8	76	42	528	3	52
http://www.dep.pa.gov	471	1827	1214	2770	4	181
http://www.dgs.pa.gov	68	222	680	3516	7	109
http://www.dhs.pa.gov	37	672	224	15395	13	209
http://www.dli.pa.gov	170	1763	554	5975	10	870
http://www.dmv.pa.gov	74	421	565	780	Included in PennDOT	192
http://www.dmva.pa.gov	34	186	346	955	32	316
http://www.dobs.pa.gov	29	179	308	2670	2	143
http://www.dos.pa.gov	85	846	424	5167	10	575
http://www.education.pa.gov	328	1630	406	5018	17	620
http://www.employment.pa.gov	14	35	158	9	N/A	20
http://www.ethics.pa.gov	14	97	39	43	1	54
http://www.farmshow.pa.gov	42	61	72	229	Included in Agriculture	22
https://fetc.pbpp.pa.gov	30	55	8	260	0	16
http://www.fishandboat.com	269	672	1315	4551	N/A	841
http://www.health.pa.gov	125	763	190	10260	29	377
http://www.homelandsecurity.pa.gov	5	29	38	35	Included in General Services	8
http://www.hrm.oa.pa.gov	52	113	21	1647	Included in Office of Administration	30
http://www.insurance.pa.gov	57	667	200	12573	2	88
http://www.jcjc.pa.gov	14	59	167	436	1	47
http://www.lcb.pa.gov	20	145	120	576	N/A	55
http://www.ltgov.pa.gov	5	10	15	3	1	14

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

URL	Site Count	Page Count	Image Count	Document Count	Express Forms	Webparts
http://www.media.pa.gov	9	113	100	5	N/A	225
http://www.mmb.pa.gov	57	83	20	1410	Included in Agriculture	16
https://mpoetc.psp.pa.gov	5	51	17	131	0	12
http://www.oa.pa.gov	21	104	67	1040	7	77
http://www.ogc.pa.gov	11	73	155	204	1	35
http://www.osba.pa.gov	3	13	15	1	Included in DCED	5
http://www.osfc.pa.gov	21	164	26	114	Included in PEMA	9
http://www.osig.pa.gov	9	68	27	34	N/A	23
http://www.ova.pa.gov	47	145	27	218	Included in Parole	14
http://www.pajnet.pa.gov	4	24	5	27	Included in Office of Administration	8
http://www.pbpp.pa.gov	40	176	23	1097	11	12
http://www.pccd.pa.gov	16	346	172	2177	3	437
http://pcv.pccd.pa.gov	5	191	155	120	3	316
http://www.pema.pa.gov	101	143	30	475	4	62
http://www.penndot.gov	203	1124	3312	3819	29	946
http://www.pennvest.pa.gov	10	101	4	4	2	25
http://www.pgc.pa.gov	77	453	2090	3775	2	253
http://www.phmc.pa.gov	32	269	200	558	13	243
http://www.phrc.pa.gov	16	108	122	186	1	43
http://www.psers.pa.gov	45	282	315	2284	1	81
http://www.psp.pa.gov	15	192	272	379	2	306
http://www.pspc.education.pa.gov	37	101	21	25	Included in Education	36
http://www.ready.pa.gov	19	59	131	123	Included in PEMA	33
http://www.residence.pa.gov	6	44	161	24	Included in General Services	25
http://www.revenue.pa.gov	136	412	122	3722	4	126
http://www.scsc.pa.gov	11	64	31	142	Included in Office of Administration	20
http://www.seca.pa.gov	4	27	26	43	Included in Office of Administration	8
http://www.soab.pa.gov	21	43	9	31	Included in	9

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

URL	Site Count	Page Count	Image Count	Document Count	Express Forms	Webparts
					Parole	
http://www.stateboard.education.pa.gov	36	71	7	588	Included in Education	9
http://www.statelibrary.pa.gov	35	179	111	398	Included in Education	99
http://www.uc.pa.gov	83	387	107	300	Included in DLI	311
http://www.votespa.com	9	139	245	165	10	602
http://www.workstats.dli.pa.gov	57	152	70	10629	Included in DLI	43

WordPress Sites and Metrics

Use of WordPress “plugins” is broken out per website as custom developed or 3rd party below:

URL	Site Count	Page Count	Image Count	Document Count	# Plugins Custom	# Plugin 3 rd Party	Express Forms	Custom Apps
PA.gov	1	16 published plus 22 guides pages	266	14	N/A	13 - Yoast SEO, WP Mail SMTP, WordPress Sentry, WordPress Importer, Was This Helpful Pro, Redis Object Cache, Redirection, NinjaForms, Nginx Cache, Duo Two-Factor Authentication, Classic Editor, Advanced Custom Fields PRO, Advanced Custom Fields: Font Awesome	0	PA.gov API which feeds the enterprise footer links within the SharePoint Enterprise Template, stored within website
Governor.pa.gov	1	49 published, 1 guide page	3029	355	PAI WP Implementation	16 - Yoast SEO, WP Mail SMTP, WordPress Sentry, WordPress Importer, Slider Revolution, Redis Object Cache, Redirection, Paste as Plain Text, Ninja Forms – File Uploads, Ninja Forms, Nginx Cache, Meta Box, Duo Two-Factor Authentication,	0	Map integration which shows events on a map of the PA area

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

URL	Site Count	Page Count	Image Count	Document Count	# Plugins Custom	# Plugin 3 rd Party	Express Forms	Custom Apps
						Classic Editor, Advanced Custom Fields PRO, Advanced Custom Fields: Font Awesome		
Business.pa.gov	1	62 published	74	0	3- PAI Trending Links, PAI Search, PAI WP Implementation	15 - Yoast SEO, WP Mail SMTP, WordPress Sentry, WordPress Importer, The Events Calendar, Slider Revolution, Redis Object Cache, Redirection, NinjaForms, Nginx Cache, Duo Two-Factor Authentication, Classic Editor, Advanced Custom Fields PRO, Advanced Custom Fields: Font Awesome, a3 Lazy Load	2	N/A
PAsmart.gov	1	33 Published	48	0	3- PAI Trending Links, PAI Search, PAI WP Implementation	11 - Yoast SEO, WordPress Sentry, WordPress Importer, WP Mail SMTP, Slider Revolution, Redis Object Cache, Nginx Cache, Duo Two-Factor Authentication, Classic Editor, Advanced Custom Fields PRO, Advanced Custom Fields: Font Awesome	2	N/A

Custom Applications and Metrics

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
DGS Calendar	11/2014	5,011 events scheduled	Online feature to present scheduled events with an	DGS Calendar Public API, DGS Calendar WCF Services	.NET Framework	N/A	Yes	DGS

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
			associated workflow to approve requested events for display and an administrative panel for use by agency.					
DGS State Construction Notices	12/16/2016	4,322 notices submitted	Web application to centralize the process of submitting, tracking, and searching for notices filed in relation to the commercial construction projects within the Commonwealth per the requirements of 2014 Act 142. The application contains a public facing site as well as the capability for reporting and system administration.	DGS State Construction Notices API, Common Forms Service	.NET Framework	Common wealth	Yes	DGS
DMVA Online Donations	11/11/2015	967 donations collected	Web application to provide ability to accept online donations to various funds as well as ability to run reports for the DMVA. The application was enhanced in	DMVA Online Donations Administration, DMVA Online Donations WCF Services	.NET Framework	NIC	Yes	DMVA

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
			2016 to include a citizen-centric interface as well as an enhanced administrative interface for the Agency to manage the program.					
DMVA Veterans Registry	12/11/2015	31,323 registrations	Web application that allows veterans, family members, and users that work with veterans to request information regarding benefit programs and services offered along with subscribing to the weekly DMVA Digest.	DMVA Veterans Registry WCF Service, Profanity Service API, PA.Gov Private API	.NET Framework	N/A	Yes	DMVA
Enterprise Calendar	3/10/2015	1,472 scheduled events	SharePoint feature that enables agencies to have a Calendar that Agency administrative users can use for agency specific vents.	Enterprise Calendar Public API, Enterprise Calendar WCF Service	.NET Framework	N/A	Yes	Enterprise Service
Enterprise Subscription Service	6/11/2018	19 subscriptions	Platform that allows for the creation of subscriptions for which public citizens and other end-users may register to receive notifications on topics of interest	Enterprise Subscription Service Public API, Enterprise Subscription Service Private API, Email Service	.NET Core	N/A	Yes	Enterprise Service

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
			and manage their notifications in a central platform. Subscriptions are aligned with SharePoint lists and libraries where agency users can post content for notifications. Administrative users can add, remove, and download subscribers for authorized subscriptions.					
IMS Service	10/2013	N/A	Service that conveys information between the Driver Records portal and PennDOT database, supporting the purchase of driver records	N/A	Java	N/A	No	Penn DOT
Individual Driver Records	10/2013	1,092,341 records	Portal that provides electronic access to PennDOT records to individuals via an interactive portal.	Enterprise Payment Service, IMS Service	.NET Framework	NIC	Yes	Penn DOT
OA SharePoint Subscription Service	7/29/2016	N/A	Syndication feature that allows website users of the Office of Administration website to search and view policy	OA SharePoint Subscription Service Public API, OA SharePoint Subscription Service, Private API	.NET Framework	N/A	Yes	OA

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
			documents that are stored on OA intranet sites without additional steps by the agency. End users may register and receive notifications regarding updates, additions, and deletions of files as well as unsubscribe					
OIG Fraud Forms	6/24/2016	34 forms submitted	Three online forms That enable the public to report tips regarding welfare fraud (recipient or business) or government fraud to the agency via data transmission to the agency's tip tracking system or via email as required by agency.	Submissions Public API, OIG Fraud Forms WCF Services	.NET Framework	N/A	Yes	
PA Design Standards	11/18/2019	N/A	Design system for designing and building public websites, applications, and digital services for the Commonwealth of Pennsylvania	N/A	N/A	N/A	No	Enterprise Service
PA SharePoint Alerts	Part of Enterprise Template	N/A	SharePoint feature allows for the creation	N/A	.NET Framework	N/A	No	Enterprise Service

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
			of alerts that appear on the agency website linking to additional relevant information.					
PA.Gov Admin Service	4/6/2017	339 entries	Administrative feature allowing the entry of key services, information, websites, enterprise footer links through an online panel.	PA.Gov Public API, PA.Gov Private API	.NET Core	N/A	No	Governor's Office
Parole Board Absconders Application	1/27/2017	Tips counts are tracked by Agency	Web applications to allow the public the ability to submit tips on an absconder's location and appearance along with the ability to search the site and retrieve information on known absconders. Tips submitted are provided to agency via email.	PA.Gov Private API, Corrections API	.NET Framework	N/A	No	Parole Board
PFBC Mobile Admin Service	5/23/2016	N/A	Administrative panel which allows authorized agency users the ability to update the homepage of the Fish Boat Mobile	PFBC WCF Services	.NET Framework	N/A	Yes	PFBC

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
			Application in self-service mode.					
PFBC Mobile Public API	5/23/2016	N/A	API created to pull the most up-to-date content into the mobile as updated by the administrative service.	PFBC WCF Services	.NET Framework	N/A	No	PFBC
PSP Internal Affairs Complaint Form	9/30/2016	10 forms submitted	Online form developed to capture complaints against PSP officers, replacing a previous paper form.	PSP Internal Affairs Complaint Form API	.NET Framework	N/A	Yes	PSP
PSP Online Crash Reports	8/28/2017	126,141 records purchased	Web application to allow authorized public users to search, purchase, and download electronic versions of vehicle crash reports. The system was enhanced with a notification service to alert users when a report is available.	PSP Online Crash Reports Public API, PSP Online Crash Reports Private API	.NET Framework	Common wealth	Yes	PSP
PSP Online Crash Reports Admin	8/28/2017	N/A	Administrative application utilizing the same crash report search features along with reporting functions. The	PSP Online Crash Reports Private API	.NET Framework	N/A	Yes	PSP

APPENDIX S, INVENTORY OF SITES AND CUSTOM APPLICATIONS

Application /Service	Production Date	Total Submissions	Description	Components Used	Language	Payment Service	Database Used	Agency
			system was enhanced with an administrative tool to track requests made directly to the State Police.					
Real-time Driver Records	10/2013	RDR: 19,075,730 records	Portal for approved driver information wholesalers that provides electronic access to PennDOT.	IMS Service	.NET Framework	N/A	Yes	Penn DOT

APPENDIX T - EXPRESS FORMS METRICS

Information in this appendix was gathered in August 2020. It is subject to change and should be used by Offerors to develop their proposed plans in Phase One and inform cost submittal entries.

Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Aging	Aging - Aging Contact Us Form	7/12/2018	13802	Standard Contact Form
Department of Aging	Aging - Volunteer Inquiry	4/1/2019	1123	Allows citizens to submit a request to become a volunteer and designate the appropriate program.
Department of Agriculture	Agriculture - Contact Us Form	4/26/2018	36350	Standard Contact Form
PA Farm Show	Farm Show - Farm Show Contact Us Form	5/4/2018	3138	Standard Contact Form
Department of Agriculture	Agriculture - Public Dairy Comments (Retired)	4/20/2018	1440	Retired service
Milk Marketing Board	MMB - Contact Us Form	8/27/2018	223	Standard Contact Form
Milk Marketing Board	MMB - Feedback form for Listening Session	9/21/2018	369	Service collects comments or suggestions specific to the dairy industry crisis in Pennsylvania
Milk Marketing Board	MMB - PMMB - Staff Comments	9/28/2018	36	Board staff survey to improve the work environment, share innovative ideas to increase efficiency
Milk Marketing Board	MMB - Feedback form for Listening Session in Troy, PA on October 16	10/3/2018	17	Service collects comments or suggestions specific to the dairy industry crisis in Pennsylvania. This service is specific to the Listening Session held at Troy Fairground October 2018
Department of Banking & Securities	DOBS-Subscribe (Survey Monkey)"subscription to "The Quarter" Newsletter "	11/5/2019	533	Service allows citizens to sign-up to receive the "Quarter" Newsletter

APPENDIX T - EXPRESS FORMS METRICS

Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Banking & Securities	DOBS- DOBS Newsletter Reader Satisfaction	11/5/2019	36	Survey to improve the "Quarter" Newsletter
Department of Community & Economic Development	DCED - Business One-Stop Shop Contact Form	4/18/2018	9641	Standard Contact Form
Department of Community & Economic Development	DCED - Business One-Stop Shop Contact Form [ARCHIVE 04/18/18]	1/26/2018	451	Retired
Department of Community & Economic Development	DCED - Business One-Stop Shop Feedback Form	2/5/2018	2534	User experience survey
Office of Small Business Advocate	OSBA - Contact Us Form	11/8/2018	127	Standard Contact Form
Department of Community & Economic Development	DCED - Waiver Process for Keeping Physical Locations Open Form	3/20/2020	196698	Business waiver form (COVID)
Department of Conservation and Natural Resources	DCNR - 2020 Pennsylvania Trail of the Year Nomination Form	9/26/2019	221	Service collects Nominations for the 2020 Pennsylvania Trail of the Year Award
Department of Conservation and Natural Resources	DCNR - Project Learning Tree Workshop Proposal Application	4/16/2019	28	Request for the Tree Workshop Proposal to receive Project Learning Tree materials
Department of Conservation and Natural Resources	DCNR - State Forest Trails Award Application	4/16/2019	141	Recognition program: The Department of Conservation and Natural Resources' Bureau of Forestry has teamed up with the Keystone Trails Association in recognizing any hiker who completes the entire 780 miles of the State Forest Hiking Trail system.

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Conservation and Natural Resources	DCNR - Youth Ambassador Application	5/1/2018	517	Application to volunteer to be a DCNR Youth Ambassador
Department of Conservation and Natural Resources	DCNR - Forest Conservation Award For Boy Scouts Application	4/16/2019	67	Award Application for Boy Scouts
Department of Conservation and Natural Resources	DCNR - Forest Conservation Award For Girl Scouts Application	4/16/2019	154	Award Application for Girl Scouts
Department of Conservation and Natural Resources	DCNR - Research on State Forest Land Request Application	4/16/2019	61	Application to conduct research on state land locations
Department of Conservation and Natural Resources	DCNR - Snowmobile/ATV Accident Report Form	4/16/2019	33	ATV law requires report to be submitted within seven days. This form captures that information
Department of Conservation and Natural Resources	DCNR - CNRAC Contact Us Form	4/16/2019	124	Standard Contact Form
Department of Conservation and Natural Resources	DCNR - Contact Us Form	11/29/2018	2108	Standard Contact Form
Department of Conservation and Natural Resources	DCNR - Improving Rec Opportunities	9/18/2019	523	This form captures feedback for the following recommendations to improve outdoor recreation opportunities: <ul style="list-style-type: none"> • Expand Outdoor Recreation Opportunities • Protect Resources from Recreation Impacts • Offer More Active Adventure Activities

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Conservation and Natural Resources	DCNR - Overnight Accommodations	9/18/2019	68	<p>This form captures feedback for the following recommendations:</p> <ul style="list-style-type: none"> · Renovate campgrounds to enhance their natural character while providing additional privacy, accessibility, sustainability, and safety. · Increase pet-friendly campsites to 50% of all campsites (presently 37%). · Increase large, multi-family campsites to 50 sites statewide (presently 5 sites). · Add 100 more rental cabins. · Increase full-service campsites to 20% of all campsites (presently 5%). · Increase electric-only campsites to 50% of all campsites (presently 47%). · Increase remote, non-electric, walk-in sites. · Explore opportunities for “boat-in” waterfront camping. · Examine trends for new types of overnight facilities and

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Agency	Service Name	Production Date	Total Submissions	Service Description
				institute pilot projects, such as building elevated camping cottages to simulate a treehouse effect.
Department of Conservation and Natural Resources	DCNR - Protecting Resources	9/18/2019	41	This form captures feedback for the following recommendations: <ul style="list-style-type: none"> · Strengthen Resource Protection · Improve Park Boundary Planning · Enhance Resource Mitigation Improve Volunteer Program
Department of Conservation and Natural Resources	DCNR - Paying for Parks	9/18/2019	75	This form captures feedback for the following recommendations: <ul style="list-style-type: none"> · Reduce Costs and Improve Efficiencies within State Parks Increase Funding for Maintenance Work
Department of Conservation and Natural Resources	DCNR - Improving Services and Facilities	9/18/2019	61	This form captures feedback for the following recommendations: <ul style="list-style-type: none"> · Expand use, access, and inclusion · Improve Program Offerings and In-park Experiences · increase Employee Diversity Reduce Greenhouse Gas Emissions

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Conservation and Natural Resources	DCNR - Buffer My Stream Contact Us Form	3/6/2020	15	Standard Contact Form
Department of Conservation and Natural Resources	DOC - Request for Assistance with Community Work Projects	6/28/2018	142	Community Works Assistance request application
Department of Conservation and Natural Resources	DOC - Contact Us Form	4/30/2018	46064	Standard Contact Form
Department of Drug and Alcohol Programs	DDAP - DART Form	4/15/2020	376	This tool will help identify drug and alcohol services and supports for you or someone you are helping based on your responses to the questions
Department of Drug and Alcohol Programs	DDAP - Contact Us Form	4/8/2019	6503	Standard Contact Form
Department of Drug and Alcohol Programs	DDAP - Website Feedback Form	4/8/2019	615	Standard Feedback Form
Department of Education	Education - Certifying Official Workshop Registration	9/16/2019	24	Retired
Department of Education	Education - Educator Mandatory Report	8/9/2019	20	This form captures information regarding alleged misconduct
Department of Education	Education - Contact Us Form	11/1/2018	13212	Standard Contact Form
Department of Education	Education - Feedback form for blog	12/27/2019	10	Standard Feedback Form
Department of Education	Education - Educator Misconduct Complaint Form	8/9/2019	22	School Personnel Misconduct Complaint Form
Department of Education	Education - Educator Misconduct	8/9/2019	11	School Personnel Misconduct Complaint Form- Spanish

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Agency	Service Name	Production Date	Total Submissions	Service Description
	Complaint Form (Spanish)			
Department of Education	Education - School Entity Mandatory Report Form	8/9/2019	18	School Personnel Mandatory Report Form
Department of Education	Education - Pennsylvania College Application Campaign Registration Form	9/17/2018	345	Retired
Department of Education	Education - National School Lunch Program Administrative Review Report Request	11/13/2018	116	This form captures contact information from the Requestor for the National School Lunch Program Administrative Review Report
State Library	LIB - State Library Card Application	10/5/2018	32	Application for a State library card
State Library	LIB - State Library Reference Form	10/4/2018	805	Reference Form
State Library	LIB - State Library Contact Form	10/4/2018	0	Standard Contact Form
State Library	LIB - Interlibrary Loan Article Request Form	10/5/2018	21	Pennsylvania Commonwealth employees may use this form to request articles not found in the State Library.
State Library	LIB - Interlibrary Loan Book Request Form	10/5/2018	22	Pennsylvania Commonwealth employees may use this form to request books not found in the State Library.
Professional Standards and Practice Commission	PSPC - Contact Us	9/28/2018	1211	Standard Contact Form
Department of Education	Education - Certifying Official VA Workshop Registration	3/6/2020	24	School Registration form for VA Workshop

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Education	Education - COVID-19 and School Communities Inquiry	4/20/2020	516	School communities may submit their COVID-19 questions to the Pennsylvania Department of Education using this form.
Department of Environmental Protection	DEP - Online Participation Form	5/3/2018	855	Online Participation form that collects requestor information and regions of interest
Department of Environmental Protection	DEP - MSI Site-Specific Request Form	7/9/2018	2240	Submit this form for further information regarding underground mining
Department of Environmental Protection	DEP - Healthy Waters, Healthy Communities: County-Level Participation in Pennsylvania's Phase 3 Chesapeake Bay Watershed Implementation Plan	7/11/2018	41	Webinar review feedback
Department of Environmental Protection	DEP - General Inquiry Form	10/3/2018	4360	Standard Inquiry form
Department of General Services	DGS - Governor's Residence Logo Design Contest	2/7/2020	16	Registration for the Governor's Residence Logo Design Contest
Department of General Services	DGS - Event Calendar Contact Form	9/10/2018	308	Standard Contact Form
Department of General Services	DGS - Commonwealth Media and Marketing Services Request Form	10/23/2018	65	Service Request Form is to request funds for Commonwealth Media and Marketing Services
Department of General Services	DGS - Contact Us Form	11/29/2018	4715	Standard Contact Form
Governor's Residence	Residence - Tours Request Form	3/1/2019	715	Tours Request Form to schedule a time to view the Governors

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Agency	Service Name	Production Date	Total Submissions	Service Description
				Residence
Department of General Services	DGS - Residence Contact Us Form	5/10/2018	955	Standard Contact Form
Governor's Residence	Residence - Use of Residence Form	5/10/2018	455	Service is used to request and or schedule the use of Govender's Residence for events
Department of Health	DOH - Contact Us	5/22/2018	1574	Standard Contact Form
Department of Health	DOH - Act 96 of 2018 Temporary Exemption Form	6/24/2019	6339	Service is to request Temporary Exemption when prescribe controlled substances
Department of Health	DOH - Request for Waiver of Reporting Requirements for PA Prescription Drug Monitoring Program (Act 191)	9/18/2018	208	Service for Request for Waiver of Reporting Requirements for PA Prescription Drug Monitoring Program is used to apply for the annual waiver to dispensers or pharmacies and shall include evidence and justification that the dispenser or pharmacy does not dispense any controlled substances or dispenses less than five prescriptions for controlled substances per month.
Department of Health	DOH - Private Providers Interested in Participating in the Pennsylvania Statewide Immunization Information System	11/2/2018	30	Service is for Private Providers Interested in Participating in the Pennsylvania Statewide Immunization Information System
Department of Health	DOH - Division of Acute and Ambulatory Care Exceptions Request	9/18/2018	22	Service is for Division of Acute and Ambulatory Care requesting

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Agency	Service Name	Production Date	Total Submissions	Service Description
				exceptions for Specific regulation for the facility
Department of Health	DOH - Electronic Death Registration System (EDRS) Training Continuing Education Units (CEUs) Acknowledgment and Attestation Form	9/18/2018	59	Service for the person seeking Continuing Education Units and to verify the attendee has completed the necessary training
Department of Health	DOH - Pennsylvania Statewide Immunization Information System User Agreement Acknowledgement (School)	9/18/2018	17	Service is an Agreement Acknowledgement (School) for Pennsylvania Statewide Immunization Information System User
Department of Health	DOH - Immunization Materials	7/9/2018	1851	Service is to Request Immunization Materials
Department of Health	DOH - Act 122-2013 Clinical Laboratory Complaint Form	9/18/2018	27	Complaint Form
Department of Health	DOH - Application for Tanning Facilities Registration	9/18/2018	19	Service is an Application for Tanning Facilities Registration for a location
Department of Health	DOH - Expedited Exceptions Request Form for Hospital and Ambulatory Surgery Facilities	9/18/2018	31	Service for Expedited Exceptions Request Form for Hospital and Ambulatory Surgery Facilities for Specific regulation for which the facility is requesting an expedited exception
Department of Health	DOH - Tot Trax Materials Order Form	9/18/2018	33	Service is for ordering Tot Trax Program educational outreach Materials
Department of Health	DOH - Zika Virus Specimen Submission Form	9/18/2018	24	Service is for Testing the Zika Virus Specimen Submission

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Health	DOH - Occupancy Request Form	7/25/2018	3290	Service is to request an Occupancy inspection on a DOH facility
Department of Health	DOH - Stroke System of Care Act and Other Thrombolytic Care Options	11/2/2018	17	Service to request for a facility to be a stroke care at acute care hospitals. DOH will recognize a hospital as a Primary Stroke Center, a Comprehensive Stroke Center, or an Acute Stroke-Ready Hospital upon submission of an application demonstrating that the hospital is certified as such by the Joint Commission or another nationally recognized accreditation organization.
Department of Health	DOH - Electronic Plan Review - Hospitals	11/2/2018	17	Service is to request a Safety Inspection - Plan Review for hospitals
Department of Health	DOH - Electronic Plan Review – Other Facilities	11/2/2018	14	Service is to request a Safety Inspection - Plan Review for Other Facilities
Department of Health	DOH - Newborn Screening Laboratory Results for Primary Care Physician Request Form	11/2/2018	12	Service is to obtain Pennsylvania newborn screening laboratory Results
Department of Health	DOH - IRB Adverse Event Form to the Pennsylvania Department of Health Institutional Review Board	11/2/2018	20	Service is for the Primary Investigator to promptly notifying the IRB chair and other appropriate DOH Health and Human Services officials of any unanticipated risks to the subject by submitting the Adverse Event Form

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Health	DOH - IRB Change of Protocol Application	11/2/2018	16	Service is for Approval of Protocol Change of Research Project under the Federal Policy for the Protection of Human Subjects
Department of Health	DOH - IRB Continuing Review of Approved Research	11/2/2018	12	Service is for Continuing Review of Approved Research and for Review of Research Project under the Federal Policy for the Protection of Human Subjects
Department of Health	DOH - Chronic Renal Disease Program Request for Medical Exception Insulin Pen Devices	11/2/2018	18	Service is to Request Medical Exception Insulin Pen Devices
Department of Health	DOH - Chronic Renal Disease Program Request for Medical Exception Nutritional Supplements	11/2/2018	16	Service is to Request for Medical Exception Nutritional Supplements
Department of Health	DOH - Memorial Organ and Tissue Donation Awareness Trust Fund	10/11/2019	198	Online Donation Form (NIC Payment Processing)
Department of Health	DOH - Outbreak Food Sample Collection Supplies Order Form	11/2/2018	14	Service is to order Outbreak Food Sample Collection Supplies
Department of Health	DOH - Act 164 of 2018	2/14/2019	1666	
Department of Health	DOH - Chronic Renal Disease Program - Transportation Program Application	9/18/2018	2	Service is for request for Transportation to medical facilities
Department of Health	DOH - Feedback Form	6/1/2018	27594	Standard Feedback Form
Department of Health	DOH - Chronic Renal Disease Program Request for Medical Exception	11/1/2018	23	Service is to Request for product Medical Exception
Department of Health	DOH - COVID-19 Complaint Form	4/21/2020	17908	Service is to collect COVID-19 Complaints

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Human Services (CHIP)	DHS - Request a Duplicate Remittance Advice	11/7/2019	193	Service is to Request a Duplicate Remittance Advice
Department of Human Services (CHIP)	DHS - MA Provider Compliance Hotline: Response Form	11/7/2019	4116	Service is to report fraud or abuse
Department of Human Services (CHIP)	DHS - PA PROMISe™ Provider Virtual Room/Conference Call Training	11/7/2019	6	Service is to register for training
Department of Human Services (CHIP)	DHS - PA PROMISe™ Provider Seminar Training	11/7/2019	6	Service is to register for training
Department of Human Services (CHIP)	DHS - Access Plus Seminar	11/7/2019	6	Service is for Seminar Registration
Department of Human Services (CHIP)	DHS - MA Provider Forms	11/7/2019	4116	Service is to request MA Provider Forms
Department of Human Services (CHIP)	DHS- Council on Reform - Recommendations for Vulnerable Populations (Retired)	8/20/2019	1743	(Retired) Recommendation Form
Department of Human Services (CHIP)	DHS - LIHEAP Vendor Agreement Application	7/2/2018	444	Service is for requesting LIHEAP Vendor help
Department of Human Services (CHIP)	DHS - Feedback Form	6/18/2018	419971	Standard Feedback Form
Department of Human Services (CHIP)	DHS - School-Based Access Program Contact Information Form	10/24/2018	39	School-Based Access Program Contact Form
Department of Human Services (CHIP)	CHIP - Order CHIP Materials	4/20/2018	1022	Service is to request CHIP Materials
Department of Human Services (CHIP)	CHIP - Contact Us Form	7/17/2018	3064	Standard Contact Form
Department of Human Services (CHIP)	DHS - PROMISe™ Training for LIHEAP Vendors	11/7/2019	6	Service is to request training for LIHEAP Vendors

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Insurance	PID - Contact Us Form	7/11/2018	50955	Standard Contact Form
Department of Insurance	PID - Change Your Address with the Statutory Liquidator	8/27/2018	157	Service is to request to Change Your Address
Department of Labor and Industry	DLI - RAC & TAC Public Comment Form	5/17/2019	350	Service is to collect RAC & TAC Public Comment
Department of Labor and Industry	PA Smart - PA Smart Feedback Survey	1/24/2019	331	PA Smart Feedback Survey
Department of Labor and Industry	PA Smart - Contact Us Form	1/24/2019	381	Standard Contact Form
Department of Labor and Industry	DLI - General Inquiry Form	7/27/2018	32028	Inquiry Form
Department of Labor and Industry	DLI - Technical Advisory Committee Participation Form	4/19/2019	270	Service is to request an appointment with the Technical Advisory Committee
Department of Labor and Industry	DLI-UC - Inquiry Form	7/13/2018	99386	Inquiry Form
Department of Labor and Industry	DLI - WorkStats Contact Us Form	7/5/2018	425	Standard Contact Form
Department of Labor and Industry	DLI - PennSERVE Contact Us Form	6/20/2018	578	Standard Contact Form
Department of Labor and Industry	DLI - COVID-19 PA Job Portal	4/3/2020	3083	Service is for COVID-19 PA Job Portal
Department of Labor and Industry	DLI - UC Pin Reset Request	4/16/2020	92052	Service is to reset your PIN for Unemployment Compensation
Fort Indiantown Gap	FTIG - Contact Form (Retired)	3/30/2018	26	Standard Contact Form
Pennsylvania National Guard	PNG - Contact Form (Retired)	3/30/2018	20	Standard Contact Form

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Military and Veterans Affairs	DMVA - Bureau Of Veterans' Homes Volunteer Application	2/19/2020	19	Service is to Volunteer at Veterans homes in PA
Department of Military and Veterans Affairs	DMVA - Adopt a Resident at the Delaware Valley Veteran's Home	7/27/2018	61	Service is to request to Adopt a Resident at the Delaware Valley Veteran's Home
Department of Military and Veterans Affairs	DMVA - Application for Admission to a PA State Veteran's Home (BVH Form 101)	7/27/2018	157	Service is to apply for admission in a PA Veteran's Home
Department of Military and Veterans Affairs	DMVA - Resident Grievance Form	7/27/2018	29	Service is for Veterans to submit a Resident Grievance
Department of Military and Veterans Affairs	DMVA - General Release Statement FTIG and National Guard Training Center	7/11/2018	33	Service is to Request for Release Statement at FTIG
Department of Military and Veterans Affairs	DMVA - Contact Form	5/25/2018	19874	Standard Contact Form
Department of Military and Veterans Affairs	DMVA - Submit A Veterans Job Or Event	7/9/2018	57	Service is to Submit A Veterans Job Or Event
Department of Military and Veterans Affairs	DMVA - Veterans Registry Opt Out	7/9/2018	251	Service is for Veterans Registry Opt out of participating in voting
Department of Military and Veterans Affairs	DMVA - SEVC Hall Of Fame Form	7/27/2018	18	Service is to nominate a person for the Veterans Hall Of Fame Form
Department of Military and Veterans Affairs	DMVA - PSSH Hall Of Fame Form	7/27/2018	27	Service is to nominate a person for the Veterans Hall Of Fame Form

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Military and Veterans Affairs	DMVA - HVH Hall Of Fame Form	7/27/2018	18	Service is to nominate a person for the Veterans Hall Of Fame Form
Department of Military and Veterans Affairs	DMVA - GMVC Hall Of Fame Form	7/27/2018	19	Service is to nominate a person for the Veterans Hall Of Fame Form
Department of Military and Veterans Affairs	DMVA - DVVH Hall Of Fame Form	7/27/2018	25	Service is to nominate a person for the Veterans Hall Of Fame Form
Department of Military and Veterans Affairs	DMVA - PSSH Volunteer Application	7/27/2018	27	Service is to Volunteer at Veterans homes in PA
Department of Military and Veterans Affairs	DMVA - HVH Volunteer Application	7/27/2018	44	Service is to Volunteer at Veterans homes in PA
Department of Military and Veterans Affairs	DMVA - GMVC Volunteer Application	7/27/2018	27	Service is to Volunteer at Veterans homes in PA
Department of Military and Veterans Affairs	DMVA - Resident Grievance Form for SWVC	7/27/2018	16	Service is for Veterans to submit a Resident Grievance
Department of Military and Veterans Affairs	DMVA - Resident Grievance Form for SEVC	7/27/2018	15	Service is for Veterans to submit a Resident Grievance
Department of Military and Veterans Affairs	DMVA - Resident Grievance Form for GMVC	7/27/2018	15	Service is for Veterans to submit a Resident Grievance
Department of Military and Veterans Affairs	DMVA - Resident Grievance Form for DVVH	7/27/2018	19	Service is for Veterans to submit a Resident Grievance

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Military and Veterans Affairs	DMVA - Resident Grievance Form for HVH	7/27/2018	14	Service is for Veterans to submit a Resident Grievance
Department of Military and Veterans Affairs	DMVA - Resident Grievance Form for PSSH	7/27/2018	22	Service is for Veterans to submit a Resident Grievance
Department of Military and Veterans Affairs	DMVA - PA Mobile Veteran's Outreach Van Request	7/9/2018	32	PA Mobile Veteran's Outreach Van Request
Department of Military and Veterans Affairs	DMVA - DVVH Volunteer Application	7/27/2018	35	Service is to Volunteer at Veterans homes in PA
Department of Military and Veterans Affairs	DMVA - SEVC Volunteer Application	7/27/2018	27	Service is to Volunteer at Veterans homes in PA
Department of Military and Veterans Affairs	DMVA - SWVC Donation Form	7/27/2018	0	Service is to submit a Donation to a Veterans Home
Department of Military and Veterans Affairs	DMVA - SWVC Hall Of Fame Form	7/27/2018	21	Service is to nominate a person for the Veterans Hall Of Fame Form
Department of Military and Veterans Affairs	DMVA - SWVC Volunteer Application	7/27/2018	23	Service is to Volunteer at Veterans homes in PA
Department of Military and Veterans Affairs	DMVA - Recommendation to Protect/Improve the Environment	7/11/2018	25	Service is for submitting Recommendation to Veterans Protect/Improve the Environment
Department of Military and Veterans Affairs	DMVA - Records Request Form	7/9/2018	15	Service is to Request Veterans Records

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of State	VotesPA - Poll Worker Interest Form	6/18/2018	3724	Service is to Volunteer at Polling stations
Department of State	DOS - Governor's Civic Engagement Award Individual Award Nomination	8/27/2019	178	Service is to Nomination Individuals for the Engagement Award
Department of State	DOS - Pennsylvania Governor's Civic Engagement Award Application	8/27/2019	310	Service is to Nomination Individuals for Governor's Civic Engagement Award
Department of State	DOS - Pennsylvania Governor's Civic Engagement Award Registration	8/27/2019	269	Service is to Nomination Individuals for Governor's Civic Engagement Award
Department of State	DOS - Language Access Complaint Form	2/21/2020	17	Language Access Complaint Form
Department of State	DOS - Newsletter Sign Up	12/10/2018	341	Newsletter Sign Up
Department of State	DOS - Campaign Finance Contact Us Form	8/8/2019	39	Standard Contact Form
Department of State	VotesPA - Contact Us Form	6/5/2018	33	Standard Contact Form
Department of State	DOS - Paper Application Request	4/22/2020	10554	Service is to Request for Paper Application for voting
Department of State	DOS - Paper Application Request	4/27/2020	6440	Service is to Request for Paper Application for voting
Department of Transportation	PennDOT - PennDOT Draft Statewide Public Participation Plan Public Comment Form	1/3/2020	89	Service is for the PennDOT Draft Statewide Public Participation Plan Public Comment Form
Department of Transportation	PennDOT - Data Feed Request Form	10/26/2017	34	Service is to request PennDOT Data Feed
Department of Transportation	PennDOT - Yellow Dot Participation Form	10/26/2017	11214	Service is for the Request for Yellow Dot Participation Form
Department of Transportation	PennDOT - Bike Contact Us	12/14/2017	423	Standard Contact Form
Department of Transportation	PennDOT - District 5 Archiver Request	3/12/2018	1355	Service is for the District 5 Archiver Road information Request

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Transportation	PennDOT - District 6 Archiver Request	3/12/2018	933	Service is for the District 6 Archiver Road information Request
Department of Transportation	PennDOT - Innovations Challenge Submission Form	8/8/2018	1811	Service is for the Innovations Challenge Submission Students must work together in teams to develop their innovative solution that addresses the identified challenge.
Department of Transportation	PennDOT - ESTI (Engineering Scientific & Technical Intern) Academic Verification Statement	8/27/2018	57	Service is to verify Engineering Scientific & Technical Intern Academic Statement
Department of Transportation	PennDOT - Right-to-Know Request (OS-100)	12/6/2018	42	Right-to-Know Request Form
Department of Transportation	PennDOT - Temporary Employment Relative Information Form	9/4/2018	44	Service is to request Temporary Employment Relative Information
Department of Transportation	PennDOT - GSI (Government Services Intern) Academic Verification Statement	8/27/2018	66	Service is to verify Government Services Intern Academic Statement
Department of Transportation	PennDOT - Partner's Agility Services (PAS) Form (MS-8)	8/20/2018	34	Service is to request Partner's Agility Services
Department of Transportation	PennDOT - PennDOT's Agility Services (PAS) Form (MS-8A)	8/20/2018	85	Service is to request PennDOT's Agility Services
Department of Transportation	PennDOT - Confidential – Successful Offeror's Intent to Subcontract Statement (E0-387)	12/5/2018	29	Service is to submit a Confidential - Successful Offeror's Intent to Subcontract Statement
Department of Transportation	PennDOT - Network Application to Add 4-Digit State Routes (M936ANS.PDF)	12/6/2018	46	Service is to request to Add Digits to State Routes

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Transportation	PennDOT - AV-12 - Compliance Complaint	9/4/2018	65	AV-12 - Compliance Complaint
Department of Transportation	PennDOT - ePermitting Idea Form	5/21/2019	63	Service is for users to submit ePermitting Ideas to improve PennDOT
Department of Transportation	PennDOT - Kudos Form	5/24/2019	242	Comments Form
Department of Transportation	PennDOT - Bicycle and Pedestrian Master Plan Open House RSVP Form	5/9/2019	181	Service is to register for the Bicycle and Pedestrian Master Plan Open House RSVP
Department of Transportation	PennDOT - District 10 Press Release Request Form	7/22/2019	159	Service is to request District 10 Press Release
Department of Transportation	PennDOT - PAMSP Contact Form	2/20/2020	159	Standard Contact Form
Department of Transportation	PennDOT - Highland Park Interchange Reconstruction Project (SR 28, Section A56) Feedback	3/15/2020	38	Highland Park Interchange Reconstruction Project Feedback Form
Department of Transportation	PennDOT - PennDOT District 11 Project Feedback	3/20/2020	46	PennDOT District 11 Project Feedback Form
Department of Transportation	PennDOT - PennDOT 50th Anniversary Submissions	4/21/2020	2	Service is to submit a PennDOT 50th Anniversary Comment
Department of Transportation	PennDOT - Pymatuning State Park Spillway Trail Project	4/20/2020	23	Pymatuning State Park Spillway Trail Project Comments Form
Department of Transportation	PennDOT - Route 19 Roadway and Bridge Replacement Project	4/21/2020	24	Route 19 Roadway and Bridge Replacement Project Comments Form
Department of Transportation	PennDOT - Hill-to-Hill Bridge Project Consulting Party Meeting Feedback	5/12/2020	12	Hill-to-Hill Bridge Project Consulting Party Meeting Feedback
Department of Transportation	PennDOT - District 10 Bridge Project Comment Form	5/13/2020	13	District 10 Bridge Project Comment Form

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Agency	Service Name	Production Date	Total Submissions	Service Description
Department of Transportation	PennDOT - PennDOT Speaker Request Form	5/21/2020	13	Service is to request a PennDOT Speaker
Office of Administration	CPSI - Contact Form (retired)	3/30/2018	347	Standard Contact Form
Office of Administration	OA - Contact Form Employment	11/16/2017	43843	Standard Contact Form
Office of Administration	OA - Contact Form	1/11/2018	1474	Standard Contact Form
Office of Administration	OA - HRM Contact Us Form	11/20/2018	3354	Standard Contact Form
Office of Administration	JNET - Contact Form	3/22/2018	2840	Standard Contact Form
State Civil Service Commission	SCSC - Contact Us Form	10/10/2018	22	Standard Contact Form
State Employee Combined Appeal	SECA - Contact Form	3/30/2018	353	Standard Contact Form
Office of the Budget	OB - Contact Us From	9/17/2018	166	Standard Contact Form
Office of General Counsel	OGC - Contact Form (Retired)	3/13/2018	31	Standard Contact Form
Office of the Governor	PDS - PDS Feedback Form	11/15/2019	95	Feedback Form
Office of the Governor	GOV - COVID-19 Feedback Form	5/21/2020	17908	COVID-19 Feedback Form
Office of the Governor	Lt. Governors Office - Contact Us Form	9/17/2019	576	Standard Contact Form
Pennsylvania Board of Probation and Parole	BOP - Contact Us Form (Retired)	7/13/2018	49	Standard Contact Form
Pennsylvania Board of Probation and Parole	PBPP - Contact Us Form	3/30/2018	15628	Standard Contact Form
Firearm Education and Training Commission	FETC - Contact Form	4/5/2018	378	Standard Contact Form

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Agency	Service Name	Production Date	Total Submissions	Service Description
Office of Victim Advocate	ACP - Contact Form	3/19/2018	398	Standard Contact Form
Office of Victim Advocate	OVA - Contact Form	3/19/2018	939	Standard Contact Form
Office of Victim Advocate	OVA - SOL Testimony Anonymous	9/5/2019	53	Service is to collect testimony of the Pennsylvania Victim Advocate on behalf of all sexual assault survivors.
Office of Victim Advocate	OVA - SOL Testimony	9/5/2019	75	Service is to collect testimony of the Pennsylvania Victim Advocate on behalf of all sexual assault survivors
Pennsylvania Board of Probation and Parole	PCI - Warranty Repair/ Replacement Request	10/9/2018	28	Service is to request a Warranty Repair/Replacement
Pennsylvania Board of Probation and Parole	PBPP - Parole Application	6/1/2018	220	Service is to apply for Parole
Pennsylvania Board of Probation and Parole	PCI - Customer Feedback Form	10/9/2018	30	Customer Feedback Form
Pennsylvania Board of Probation and Parole	PBPP - IARU Message Slip	10/23/2018	1505	Service is an internal service used to collect Messages and send them to the correct department
Pennsylvania Board of Probation and Parole	SOAB - Contact Form	3/30/2018	641	Standard Contact Form
Pennsylvania Commission on Crime and Delinquency	PCCD - 2019 CJAB Conference "Call for Presenters"	9/27/2018	209	Service is to apply for consideration as a presenter at the 2019 CJAB Conference

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Agency	Service Name	Production Date	Total Submissions	Service Description
Pennsylvania Commission on Crime and Delinquency	PCCD - Office of Victim Services website: Feedback Form	6/26/2018	185	Office of Victim Services website: Feedback Form
Pennsylvania Commission on Crime and Delinquency	PCCD - Contact Us Form	6/19/2018	667	Standard Contact Form
Pennsylvania Council on the Arts	Arts - Pennsylvania Council on the Arts Contact Us Form	10/10/2018	1247	Standard Contact Form
Pennsylvania Council on the Arts	Arts - Request for Nominations 2019 Governor's Awards for the Arts	3/1/2019	427	Service is to Request for Nominations - 2019 Governor's Awards for the Arts Form
Pennsylvania Council on the Arts	Arts - Request for Nominations – 2020 Governor's Awards for the Arts	2/12/2020	121	Service is to Request for Nominations - 2020 Governor's Awards for the Arts Form
Department of Revenue	Revenue - Clearance Form for Tax Credit & Economic Development Programs	3/27/2020	418	Service is to Request for Clearance for Tax Credit & Economic Development Programs
Department of Revenue	Revenue - REV-556 (Taxpayer Request for Assistance)	1/24/2019	914	Services are to Taxpayer Request for Assistance
Department of Revenue	Revenue - New Business 101: Tax Tips for New Businesses	5/2/2019	256	Service is for registration for Pennsylvania Department of Revenue for the New Business 101 seminar.
Department of Revenue	Revenue - Corporate Lien Certificate Application	6/21/2019	32	Services are to apply for a Lien Certificate
Pennsylvania Emergency Management Agency	PEMA - Floodplain Management Activities Annual Report	12/6/2019	991	Service is to request PEMA Annual Report
Pennsylvania Emergency Management Agency	PEMA - Nonprofit Security Grant Program Updates	1/9/2019	190	Service is to sign up for Nonprofit Security Grant Program Updates

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Agency	Service Name	Production Date	Total Submissions	Service Description
Pennsylvania Emergency Management Agency	PEMA - Contact Us Form	6/26/2018	1758	Standard Contact Form
Pennsylvania Emergency Management Agency	Ready PA - Contact Us Form	6/26/2018	373	Standard Contact Form
Pennsylvania Game Commission	PGC - Email Subscription Form	4/20/2018	7210	Subscription Form
Pennsylvania Game Commission	PGC - Contact Form (retired)	3/30/2018	32	Standard Contact Form
Pennsylvania Historical & Museum Commission	PHMC - Online Museum Collection Feedback Form for Members and Partners	10/21/2019	106	Service is to Collection Feedback Form
Pennsylvania Historical & Museum Commission	PHMC - 2019 Archives and Records Management Seminar (Retired)	9/26/2019	1620	(Retired) Seminar Registration Form
Pennsylvania Historical & Museum Commission	PHMC - Contact Form	3/30/2018	3828	Standard Contact Form
Pennsylvania Historical & Museum Commission	PHMC - Vital Records Request Form	12/18/2018	18	Service is to request Vital Records
Pennsylvania Historical & Museum Commission	PHMC - Pennsylvania State Archives Mail Reference Order Form	12/18/2018	27	Archives Reference Order Form
Pennsylvania Historical & Museum Commission	PHMC - Use of Reproductions Permission Form	12/18/2018	19	Service is to Requests permission for the one-time use of images from the holdings of the Pennsylvania State Archives in accord with the Use of Reproductions

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Agency	Service Name	Production Date	Total Submissions	Service Description
				Fee Policy as specifically indicated on the Use of Reproductions Fee Schedule
Pennsylvania Historical & Museum Commission	PHMC - State Land Records Order Form	12/18/2018	55	Order Form
Pennsylvania Historical & Museum Commission	PHMC - Pennsylvania State Archives Research Registration Form	10/17/2018	296	Research Registration Form
Pennsylvania Historical & Museum Commission	PHMC - Pennsylvania Archaeology Site Survey Admin Form	8/27/2018	34	Survey Form
Pennsylvania Historical & Museum Commission	PHMC - Archives and Records Management Seminar Registration Form (Retired)	9/5/2018	571	(Retired) Seminar Registration Form
Pennsylvania Historical & Museum Commission	PHMC - Request for Records Authorized Personnel	12/18/2018	15	Request for Records Form
Pennsylvania Historical & Museum Commission	PHMC - Request to Retain Long Term Records in Electronic Form Other Than PDF/A	12/18/2018	21	Service is to Request for Records Authorized Personnel
Pennsylvania Historical & Museum Commission	PHMC - Online Collections Website Internal Feedback Form	7/29/2019	106	Feedback Form
Pennsylvania Human Relations Commission	PHRC - Contact Form	9/18/2018	6449	Standard Contact Form
Pennsylvania Juvenile Court Judges Commission	JCJC - Contact Us Form	5/4/2018	1109	Standard Contact Form

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Agency	Service Name	Production Date	Total Submissions	Service Description
Pennsylvania State Ethics Commission	Ethics - Contact Form	10/1/2018	1032	Standard Contact Form
Pennsylvania State Police	PSP - BLCE Online Complaint Form	8/31/2018	5340	Complaint Form
Pennsylvania State Police	PSP - LCE Online Complaint Form	8/31/2018	23	Complaint Form
PENNVEST	PennVest - Information Technology Help Desk Request Form	3/21/2019	188	Service is to request technology help
PENNVEST	PennVest - Contact Us	5/24/2019	193	Standard Contact Form

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 acknowledgment 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 Proposal; and
- (d) The Solicitation.

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.

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- (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;

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- (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:

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- (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

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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;

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- (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.

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- (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

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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

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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 IT facilities, 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.

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- (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). Further, by signing this Contract, the Contractor agrees to the terms of the Business Associate Agreement, which is incorporated into this Contract as **Exhibit A**, or as otherwise negotiated by the Contractor and the purchasing agency. 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 **two (2) hours** 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

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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

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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.

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- (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 intentional injury;

- (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

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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

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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;

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- (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 or Third Party 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

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shall include the aforementioned rights, be acceptable to the Commonwealth and include the applicable provisions set forth in these terms at [Exhibit B, Software/Services License Requirements Agreement Template](#).

- (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 include the applicable provisions set forth in these terms at [Exhibit B, Software/Services License Requirements Agreement Template](#).
 - (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.

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- (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.

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Unless otherwise specified in the Contract's Statement of Work, 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

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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. LOCATION, STATUS AND DISPOSITION OF DATA.

Unless the Solicitation specifies otherwise:

- (i) All Data must be stored within the United States;

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- (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; and
- (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.

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 OF OWNERSHIP OR INSOLVENCY.

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of 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, or 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 immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under [Section 28, Termination](#).

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.

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- (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

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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.

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- (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

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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

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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

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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 if 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

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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.

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- (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.*

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- (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. SMALL DIVERSE BUSINESS/SMALL BUSINESS COMMITMENT.

The Contractor shall meet and maintain the commitments to small diverse businesses in the Small Diverse Business and Small Business ("SDB/SB") portion of its Proposal. Any proposed change to a SDB/SB commitment must be submitted to the DGS Bureau of

Diversity, Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Commonwealth Contracting Officer. Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Commonwealth Contracting Officer and BDISBO within **10 business days** at the end of each calendar quarter that the Contract is in effect.

74. 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.

75. 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 [75](#) 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

PA Supplier ID Number: _____

**SOFTWARE/SERVICES LICENSE REQUIREMENTS AGREEMENT
BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE GOVERNOR’S OFFICE OF ADMINISTRATION
AND**



This Software/Services License Requirements Agreement (“Agreement”) by and between _____ (Licensor) and the **Commonwealth of Pennsylvania**, acting by and through the **Governor’s Office of Administration** (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

1. **Order of Precedence.**

The terms and conditions of this Agreement supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached [insert exhibits that are to be made part of this Agreement]. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any quote, purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products. The products specified in [Attachment 1](#), along with support and services for said products, shall be referred to as “Licensed Products.”

2. **Enterprise Language.**

- (a) The parties agree that more than one agency of the Commonwealth (“Commonwealth Agency”) may license products subject to this Agreement, provided that the procurement of any Licensed Products by any Commonwealth Agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each Commonwealth Agency seeking to use the Licensed Products.
- (b) The parties agree that, if the licensee is a “Commonwealth Agency” as defined by Section 103 of the *Commonwealth Procurement Code*, 62 Pa. C. S. § 103, the terms and conditions of this Agreement apply to the procurement of Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase order or other procurement document without further need for execution.

Exhibit B, Software/Services License Requirements Agreement

3. List of Licensed Products.

- (a) Attached hereto and made a part of this Agreement by reference is [Attachment 1](#), which lists the Licensed Products that may be licensed under this Agreement. With the consent of the Commonwealth, the list of Licensed Products on [Attachment 1](#) may be updated by the Licensor providing the Commonwealth with a revised [Attachment 1](#) that adds the new product to the list. The Commonwealth, in its sole discretion, may consent either via written communication directly to the Licensor or, if applicable, providing the Commonwealth's reseller with a copy of the Licensor's notification to update [Attachment 1](#).
- (b) No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a new Licensed Product to the list that requires additional licensing terms or other requirements, either an amendment to this Agreement or a new agreement will be required.

4. Choice of Law/Venue.

This Agreement 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. 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.

5. Indemnification/Immunity.

The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.

6. Patent, Copyright, Trademark and Trade Secret Protection.

- (a) The Licensor shall, at its expense, defend, indemnify and 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 patents, copyrights, trademarks or trade dress, or for a misappropriation of a United States trade secret arising out of performance of this Agreement ("Claim"), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall

mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to a Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give the Licensor 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 the OAG deems appropriate, may delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of the Licensor made in the defense of and/or settlement of a Claim. The Licensor shall not, without the Commonwealth's consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which the Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. 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 Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If the OAG does not delegate to the Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. The Licensor, at its own expense, shall provide whatever cooperation the OAG requests in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement 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.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

- (d) If, in the Licensor's opinion, the Licensed Products 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 Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense:
 - (i) substitute functional equivalents for the alleged infringing Licensed Products; or
 - (ii) obtain the rights for the Commonwealth to continue the use of such Licensed Products.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option:
 - (i) procure the right to continue use of such infringing products;
 - (ii) replace them with non-infringing items; or
 - (iii) modify them so that they are no longer infringing.
- (f) If use of the Licensed Products is enjoined and the Licensor is unable to do any of the preceding set forth in subsection (e) above, the Licensor agrees to, upon return of the Licensed Products, refund to the Commonwealth:
 - (i) the license fee paid for the infringing Licensed Products, less the amount for the period of usage of any software; and
 - (ii) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this section continue without time limit and survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this section for:
 - (i) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare any Licensed Products;

- (iii) use of any Licensed Product after the Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedies under subsection (e) or subsection (f) above;
 - (iv) use of any Licensed Products in other than its specified operating environment;
 - (v) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (vi) infringement of a non-Licensed Product alone;
 - (vii) the Commonwealth's use of any Licensed Product beyond the scope contemplated by the Agreement; or
 - (viii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

7. Virus, Malicious, Mischievous or Destructive Programming.

- (a) The Licensor warrants that the Licensed Products as delivered by the Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by the Licensor for temporary use are time-sensitive.
- (b) The Licensor 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 Licensor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Licensor or any of its employees, subcontractors or consultants through appropriate firewalls and maintenance of anti-virus software and security updates (such as operating systems security patches, etc.).
- (c) In the event of destruction or modification of any Licensed Products, the Licensor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages.

8. **Limitation of Liability.**

- (a) The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the **12-month** period prior to the event giving rise to the damage claim. This limitation does not apply to damages:
- (i) for bodily injury;
 - (ii) for death;
 - (iii) for intentional injury;
 - (iv) to real property or tangible personal property for which the Licensor is legally liable;
 - (v) Under Section 6, [Patent, Copyright, Trade Secret and Trademark Protection](#);
 - (vi) for damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach; or
 - (vii) under Section 7, [Virus, Malicious, Mischievous or Destructive Programming](#).
- (b) In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement.

9. **Payment.**

The Commonwealth will make purchase and make payment through a reseller contract or another procurement document, which shall control with regard to payment amounts and provisions.

10. **Termination.**

- (a) The Licensor may not terminate for non-payment of an order issued through a reseller contract or another procurement document that controls payment.
- (b) The Commonwealth may terminate this Agreement without cause by giving the Licensor **30 calendar 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").

11. Background Checks.

- (a) Upon prior written request by the Commonwealth, the Licensor 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 the Commonwealth's IT facilities, either through on site or 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 by an IT employee and annually thereafter.
- (b) Before the Commonwealth will permit an employee access to the Commonwealth's facilities, the Licensor must provide written confirmation to the office designated by the applicable Commonwealth Agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, 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 Licensor 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 to Commonwealth facilities or systems, unless the Commonwealth Agency consents, in writing, prior to the access being provided. The Commonwealth Agency may withhold its consent at its sole discretion. Failure of the Licensor to comply with the terms of this subsection may result in the default of the Licensor under its Agreement with the Commonwealth.
- (c) The Commonwealth specifically reserves the right to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the applicable Commonwealth Agency and the Department of General Services set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended](#), *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Licensor for contracted personnel photo identification or access badges.

12. Confidentiality.

- (a) Definition. "Confidential Information:"

- (i) For the Commonwealth. All data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or federal laws and regulations or pursuant to any policy adopted by the Commonwealth or pursuant to the terms of any third-party agreement to which Commonwealth is a party.
 - (ii) For the Licensor. All information identified in writing by the Licensor as confidential or proprietary to the Licensor or its subcontractors.
- (b) Confidential Information. All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or more stringent requirements for data privacy and security. Except to the extent provided otherwise by any applicable law, the obligations of this subsection (b) shall not apply with respect to information which:
- (i) is developed by the other party without violating the disclosing party's proprietary rights,
 - (ii) is or becomes publicly known (other than through unauthorized disclosure),
 - (iii) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,
 - (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between the Commonwealth and the Licensor, or

- (v) is rightfully received by the disclosing party free of any obligation of confidentiality.
- (c) Obligations. Each party shall:
 - (i) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
 - (ii) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
 - (iii) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.
 - (iv) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.
- (d) Cost of compliance; required disclosure. Each party shall bear the cost it incurs as a result of compliance with this section. The obligations in this section shall not restrict any disclosure by either party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such disclosure or order in a timeframe to allow the non-disclosing party to resist the disclosure or order).
- (e) Submitting Confidential Information to the Commonwealth. The Licensor 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 an un-redacted version of the appropriate document;
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret;
 - (iii) Prepare a signed written statement that states:
 - (1) the attached document contains confidential or proprietary information or trade secrets;

- (2) the Licensor is submitting the document in both redacted and un-redacted format in accordance with Section 707(b) of the *Right-to-Know Law*, 65 P.S. § 67.707(b); and
 - (3) the Licensor is requesting that the document be considered exempt under Section 708(b)(11) of the *Right-to-Know Law*, 65 P.S. § 67.708(b)(11) from public records requests; and
- (iv) Submit the **two (2)** documents with the signed written statement to the Commonwealth.
- (f) Confidential Information at termination. Upon expiration or termination of this Agreement, or a purchase order or other procurement document for Licensed Products governed by the terms of this Agreement, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to the Commonwealth's Confidential Information and/or Data, the Licensor shall comply with the requirements of subsection (e).
- (g) Not confidential. Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

13. Sensitive Information

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the information or data furnished by or about any particular person or establishment to be identified.
- (b) The parties 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 this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) The Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
 - (i) Maintaining a valid and up to date registrations and certifications; and
 - (ii) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.

14. Agency-specific Sensitive and Confidential Commonwealth Data (If applicable).

- (a) The Licensor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from Commonwealth Agency to Commonwealth Agency, and from program to program within a Commonwealth Agency. If applicable, prior to the issuance of a purchase order or other procurement document for a Licensed Product or the deployment of a Licensed Product on any Commonwealth Agency's facilities, the Licensor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth Agency, including but not limited to, as necessary, Business Associate Agreements as required by the *Health Insurance Portability and Accountability Act* (HIPAA), as amended, a sample of which is attached hereto as [Attachment 3](#). This sign-off document (a sample of which is attached hereto as [Attachment 4](#)), will include a description of the nature of the data which may be implicated based on the nature of the Licensor's access, and will incorporate the HIPAA Business Associate Agreement if it is applicable.
- (b) The Licensor 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 installation of the Licensed Products), the Licensor is and shall remain compliant with all applicable state and federal law and policy 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 of the Licensor authorized to bind the Licensor is valid and is hereby integrated and incorporated by reference into this Agreement.
- (c) This section does not require a Commonwealth Agency to exhaustively list the law to which implicated data is subject; the Commonwealth Agency is obligated only to list the nature of the data implicated by the Licensor's access, to refer the Licensor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this section are in addition to and not in lieu of other requirements of this Agreement and its Attachments and Exhibits having to do with data privacy and security, including but not limited to the requirement that the Licensor comply with [Attachment 2](#), *Requirements for Non-Commonwealth Hosting Applications/Services*, and all applicable Commonwealth Information Technology Policies (ITPs), which can be found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) The Licensor shall conduct additional background checks, in addition to those required in [Section 11](#) of this Agreement, as may be required by a Commonwealth Agency in its sign-off documents. The Licensor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those

contained in this Agreement. The Licensor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

15. Publicity/Advertisement.

The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

16. Portability.

The parties agree that a Commonwealth Agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth Agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.

17. Taxes-Federal, State and Local Taxes-Federal, State and Local.

- (a) 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. 23-23740001-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.
- (b) The only interest the Commonwealth is authorized to pay is in accordance with Act of December 13, 1982, P.L. 1155, No. 266, as amended, 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).

18. Commonwealth Audit Responsibilities.

- (a) The Commonwealth will maintain, and promptly provide to the Licensor upon its request, accurate records regarding use of the Licensed Product by or for the

Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify the Licensor promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Products by more individuals than are permitted by the licensing terms applicable to the Licensed Products shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through a reseller contract or another procurement document.

- (b) The Commonwealth will perform a self-audit upon the request of the Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). The Commonwealth shall notify the Licensor of the True up number no later than **45 calendar days** after the request that the Commonwealth perform a self-audit. If the user count has increased, the Commonwealth will make an additional purchase of the Licensed Products through a reseller contract or another procurement document, which is equivalent to the additional users. This section sets out the sole license audit right under this Agreement.

19. *Right-to-Know Law.*

The Pennsylvania *Right-to-Know Law*, Act of February 14, 2008, P.L. 6, No. 3, 65 P.S. §§ 67.101—3104 ("RTKL"), applies to this Agreement.

20. *Third Party Software.*

If the Licensed Product utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third-party terms. The parties agree that the Commonwealth, by acknowledging third party software, does not agree to any terms and conditions of the third party software agreements that are inconsistent with or supplemental to this Agreement.

21. *Attorneys' Fees.*

The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.

22. *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 Agreement or a purchase order, the Licensor, within **six (6) months** after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor 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 Licensor 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 Licensor. The contracting officer shall send a written determination to the Licensor. 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 Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement or purchase order in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement, purchase order or other procurement document.

23. Insurance.

- (a) The Licensor 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 employees 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 (including bodily injury), sickness or disease, accidental death and damage to and property of others, including loss of use resulting from any property damage which may arise from the Licensor's operations under this Agreement, whether such operation be by the Licensor, its 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) Technology Products Liability/Professional Liability/Errors & Omissions Insurance in the aggregate amount of not less than \$2,000,000, per accident/occurrence/annual aggregate, covering the Licensor, its employees, agents, contractors, and subcontractors in the performance of all services.
 - (v) Comprehensive crime insurance in an amount of not less than \$5,000,000 per claim.
 - (vi) Information Security and Privacy Liability Insurance including Privacy Notification Costs (including coverage for Technology Professional Liability if not covered under the Licensor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$3,000,000, per accident/occurrence/annual aggregate, covering the Licensor, its employees, agents, contractors, and subcontractors in the performance of all services.
- (b) Certificate of Insurance. Prior to providing Licensed Products under this Agreement, and annually thereafter, the Licensor 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 received by the Commonwealth. Such cancellation or change shall not relieve the Licensor of its continuing obligation to maintain insurance coverage in accordance with this section.
- (c) Insurance coverage length. The Licensor agrees to maintain such insurance for the life of any applicable purchase order issued pursuant to the Agreement.

24. Federal Requirements.

If applicable, in addition to the requirements set forth in [Section 14](#) of this Agreement, the Licensor 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 Licensed Products. This sign-off document, in addition to any applicable requirements of [Section 14](#) of this Agreement, will include a description of the required federal provisions, along with the applicable forms necessary for the Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the purchase order.

25. Signatures.

The fully executed Agreement may not contain ink signatures by the Commonwealth. In that event, the Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

26. Travel.

The Licensor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Agreement or Statement of Work. If not otherwise specified in the Agreement or Statement of Work, 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*.

27. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties. Other terms and conditions or additional terms and conditions included or referenced in the Licensor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Licensor and not binding on the Commonwealth.

28. 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.

29. Survival.

The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, confidentiality, term and termination, effect of termination, intellectual property, license compliance, limitation of liability, indemnification and privacy.

30. Waiver.

Failure to enforce any provision will not constitute a waiver.

31. Severability.

If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

32. Nonexclusive Remedy.

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

33. Integration.

This Agreement, including all Exhibits, Attachments and referenced documents, and any Purchase Orders referencing this Agreement, constitutes the entire agreement between the parties. No agent, representative, employee or officer of the Commonwealth or of the Licensor has authority to make any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment executed by the parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:

Licensor:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE OF ADMINISTRATION

See Section 25
Agency Head or Designee

APPROVED AS TO FORM AND LEGALITY:

See Section 25
Office of Chief Counsel

See Section 25
Office of General Counsel

See Section 25
Office of Attorney General

APPROVED:

See Section 25
Office of the Budget, Office of Comptroller Operations

Exhibit B, Software/Services License Requirements Agreement

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, the Licensor may add additional Licensed Products to this attachment by providing Commonwealth with a new copy of this [Attachment 1](#).

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement):

ATTACHMENT 2

Requirements for Non-Commonwealth Hosted Applications/Services

The purpose of this [Attachment 2](#) 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 **two (2) business days**. 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

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 comply with [Attachment 2-B](#), SOC Reporting Requirements.

B. Security Requirements.

1. The Licensor shall conduct a third-party independent security/vulnerability 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 and services and provide access only to those staff 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 2-A](#), including those relating to the prevention and detection of intrusions, and any other inappropriate use or access of systems and networks.

C. 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 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.
5. The Licensor agrees to 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 a Licensor-owned electronic device.
6. 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.

D. Adherence to Policy.

1. The Licensor'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 Licensor shall abide by the applicable Commonwealth's Information Technology Policies (ITPs), a list of the most relevant being attached hereto as [Attachment 2-A](#).
3. The Licensor 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 to the Commonwealth Software Reseller within **sixty (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 2-A

Information Technology Policies (ITPs) for Outsourced/Licensor(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

*Exhibit B, Attachment 2-A, Information Technology Policies (ITPs) for
Outsourced/Licensor(s)-hosted Solutions*

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_SEC013-Identity Protection and Access Management (IPAM) Architectural Standard and Identity Management Services	https://www.oa.pa.gov/Policies/Documents/itp_sec013.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_SEC020-Encryption Standards for Data at Rest	https://www.oa.pa.gov/Policies/Documents/itp_sec020.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 for Data in Transit	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_SEC037-Identity Proofing of Online Users	https://www.oa.pa.gov/Policies/Documents/itp_sec037.pdf
ITP_SEC038-Commonwealth Data Center Privileged User IAM Policy	https://www.oa.pa.gov/Policies/Documents/itp_sec038.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 B, Attachment 2-A, Information Technology Policies (ITPs) for Outsourced/Licensor(s)-hosted Solutions

ATTACHMENT 2-B

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, an independent auditing firm to conduct each the following:
- (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;
 - (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 or contain Commonwealth Data; and
 - (iii) A SOC for Cybersecurity report with respect to controls used by the Contractor setting forth the description and effectiveness of the Contractor's cybersecurity risk management program and the policies, processes and controls enacted to achieve each cybersecurity objective.

Pennsylvania's fiscal year begins July 1 and ends on June 30. Audits shall be submitted annually no later than July 31 of the current year. All reports shall reflect the conduct of the Contractor during the **12 months** of the Commonwealth's previous fiscal year, unless otherwise agreed to in writing by the Commonwealth.

- (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 additional SOC for Cybersecurity audits 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 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 calendar 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 3

COMMONWEALTH OF PENNSYLVANIA
SAMPLE BUSINESS ASSOCIATE AGREEMENT
(Business Associate Agreements as provided by Agencies may differ)

WHEREAS, the _____ (Covered Entity) and _____ (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 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) **“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.
- (c) **“HIPAA”** shall mean the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191.
- (d) **“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).

- (e) **“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.
- (f) **“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.
- (g) **“Security Rule”** shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (h) **“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.

The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement:

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

4. BUSINESS ASSOCIATE OBLIGATIONS.

- (a) **Limits on Use and Further Disclosure.** Business Associate shall not further use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity other than as permitted or required by this Addendum, as requested by Covered Entity, or as required by law and agency guidance.
- (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 Agreement. Appropriate safeguards shall include implementing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.
- (c) **Reports of Improper Use or Disclosure.** Business Associate hereby agrees that it shall report to _____ at _____, within **two (2) days** of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- (d) **Reports on Security Incidents.** In addition to following the breach notification requirements in section 13402 of the *Health Information Technology for Economic and Clinical Health Act of 2009* (“HITECH Act”), as amended, and related regulations, the Privacy Rule, the Security Rule, agency guidance and other applicable federal and state laws, Business Associate shall report to _____ at _____, **within two (2) days** of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance. For purposes of the security incident reporting requirement, inconsequential unsuccessful incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate, need not be reported in accordance with this section, but may instead be reported in the aggregate on a monthly basis.
- (e) **Subcontractors and Agents.** At any time PHI is provided or made available to Business Associate subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains substantially the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.

- (f) **Right of Access to PHI.** Business Associate shall allow, for any PHI maintained in a designated record set, Covered Entity to have access to and copy an individual's PHI within **five (5) business days** of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of such information, Business Associate must provide Covered Entity with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and Covered Entity. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within **five (5) business days**. Business Associate shall further conform with all of the requirements of 45 C.F.R. § 164.524 and other applicable laws, including the HITECH Act, as amended, related regulations and agency guidance. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this subsection 3(f).
- (g) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a written request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 C.F.R. § 164.526, applicable federal and state law, including the HITECH Act, as amended and related regulations, the Privacy Rule, the Security Rule and agency guidance. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within **five (5) business days**.
- (h) **Provide Accounting of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI made by Business Associate which are not excepted from disclosure accounting requirements under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule (all as amended) in accordance with 45 C.F.R. § 164.528 and other applicable laws and agency guidance, including the HITECH Act and related regulations. 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, and the purpose of the disclosure. Business Associate shall make such record available to the Covered Entity within **five (5) business days** of a written request for an accounting of disclosures. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this subsection 3(h).
- (i) **Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health

plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business associate shall otherwise comply with the Privacy Rule, as amended, and other applicable statutory and regulatory requirements and agency guidance.

- (j) **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the use or disclosure of PHI received from, or created or received, by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with applicable laws and agency guidance.
- (k) **Return or Destruction of PHI.** At termination of this Agreement, 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 Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement 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.
- (l) **Maintenance of PHI.** Notwithstanding subsection 3(k) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under the various documentation requirements of this Agreement (such as those in subsection 3(h)) for a period of **six (6) years** after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- (m) **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 Agreement or the Privacy Rule, as amended. 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 Agreement or applicable laws and agency guidance.
- (n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, applicable laws or agency guidance.
- (o) **Grounds for Breach.** Non-compliance by Business Associate with this Agreement or the Privacy or Security Rules, as amended, is a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-

compliance. Commonwealth may elect to terminate Business Associate's contract for such breach.

- (p) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- (q) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, 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 Agreement and applicable laws and agency guidance.
- (r) **Privacy Practices.** Covered Entity will provide Business Associate with all applicable forms, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Covered Entity. Covered Entity may change applicable privacy practices, documents and forms. The Business Associate shall make reasonable endeavors to implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in 45 C.F.R. § [164.520](#).

5. 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 applicable law and agency guidance, as well as changes to such notice. Covered Entity will post on its website any material changes to its notice of privacy practices by the effective date of the material change.
- (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 in writing of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § [164.522](#), as amended, and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- (d) **Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule, all as amended, if done by Covered Entity.

6. MISCELLANEOUS.

- (a) **Regulatory References.** A reference in this Addendum to a section in HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule refers to the most current version of the section in effect or as amended.
- (b) **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time in order to ensure compliance with the requirements of the HIPAA, HITECH and related regulations, the Privacy Rule, the Security Rule and any other applicable law, all as amended.
- (c) **Conflicts.** In the event that any terms of this Agreement are inconsistent with the terms of the Agreement, then the terms of this Agreement shall control.

ATTACHMENT 4

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

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

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

1. Nature of Data implicated or potentially implicated:

2. Agency Policies to which Licensor. is subject (incorporated by reference):

3. Background checks (describe if necessary):

4. Additional requirements (describe with specificity):

5. Is Licensor 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: _____

[Licensor _____]
Authorized Signatory and Date: _____

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 V, Public Web Presence (PWP) Data Management Program Strategy

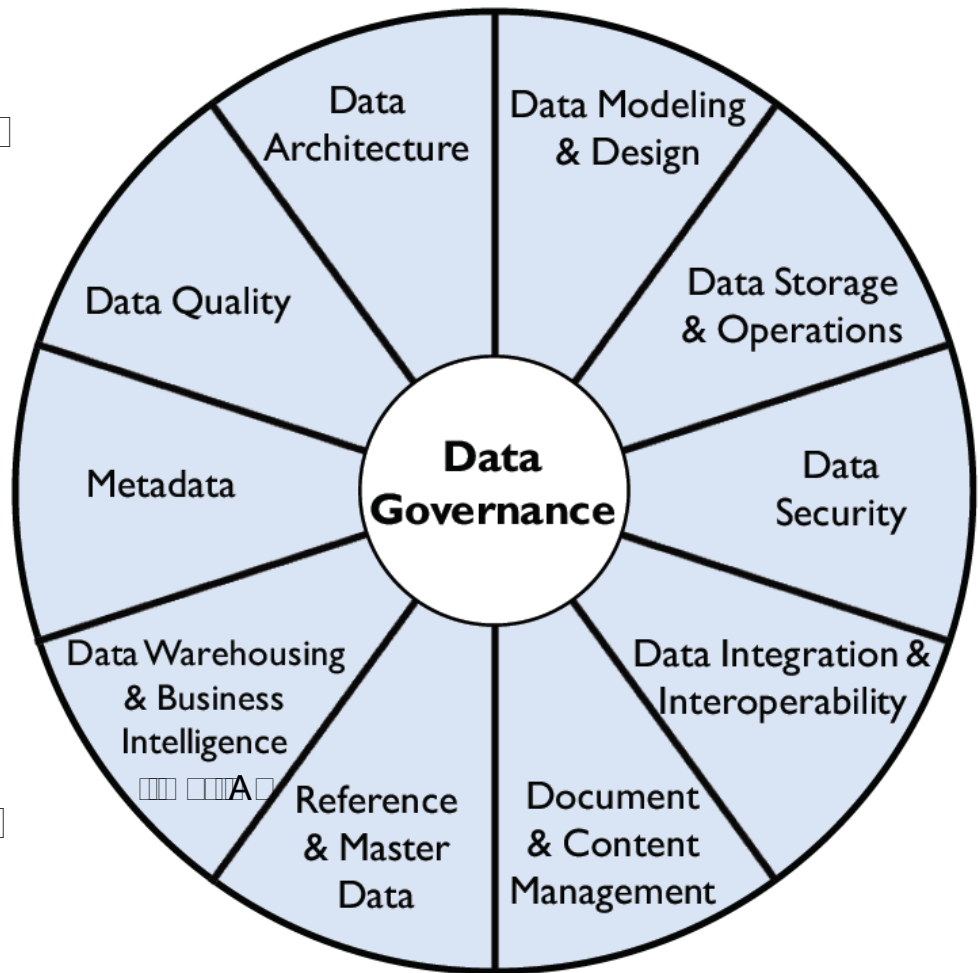


The "DAMA Wheel" defines the

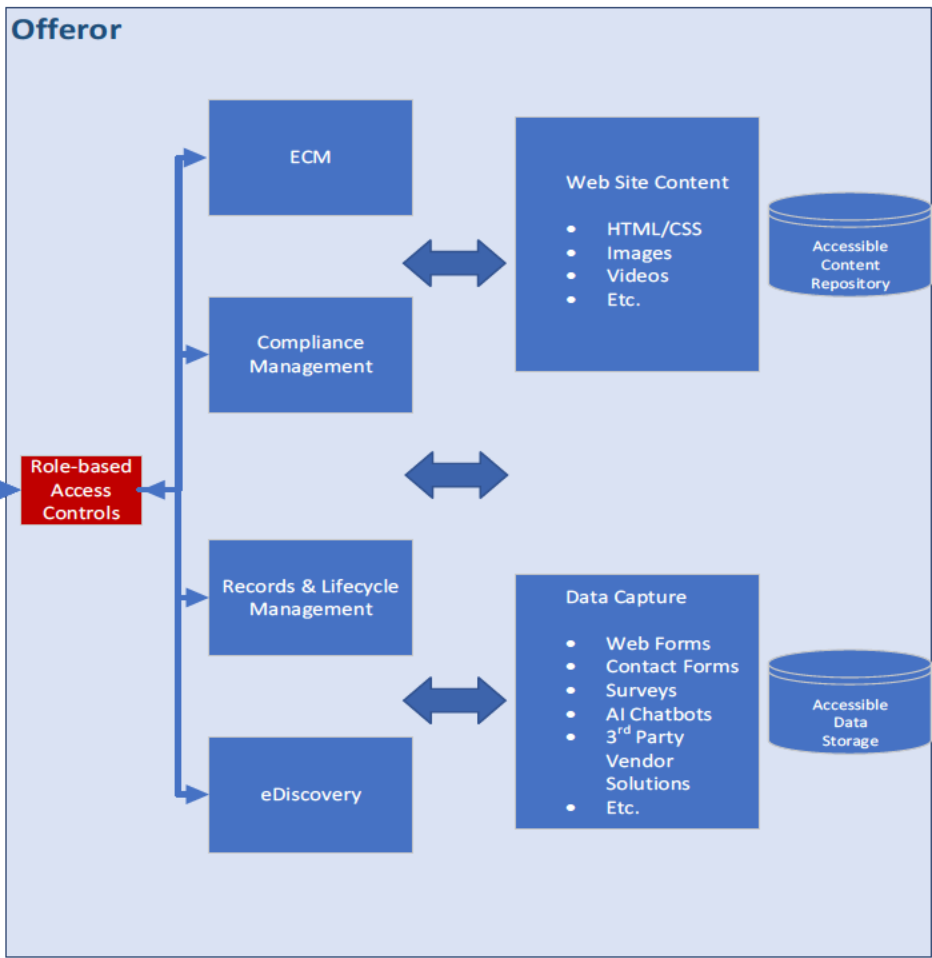
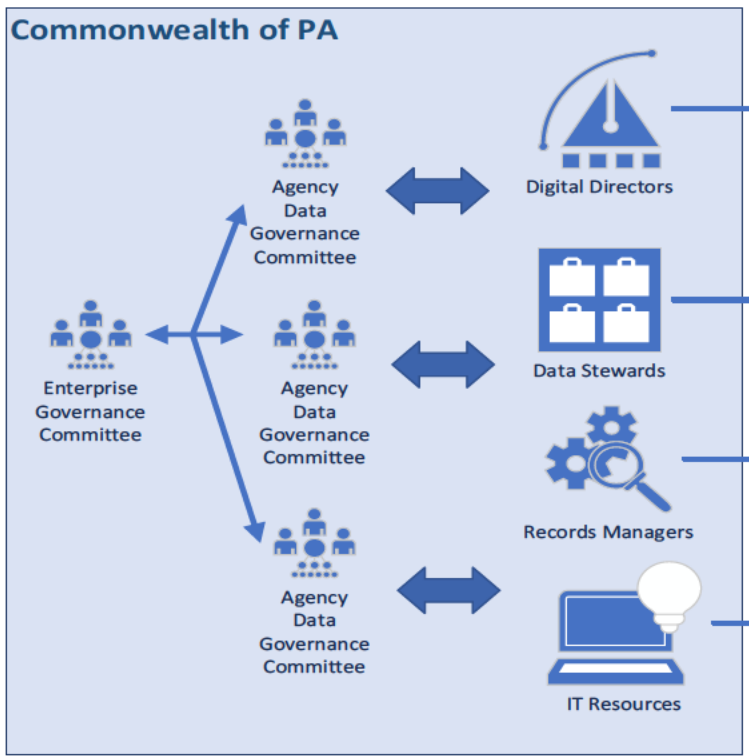
essential components of data governance. It is a framework that provides a comprehensive view of the data lifecycle, from data architecture to data security.

The DAMA Wheel is a circular diagram that is divided into ten segments, each representing a different aspect of data governance. The central hub is labeled "Data Governance". The segments are: Data Architecture, Data Modeling & Design, Data Storage & Operations, Data Security, Data Integration & Interoperability, Document & Content Management, Reference & Master Data, Data Warehousing & Business Intelligence, Metadata, and Data Quality.

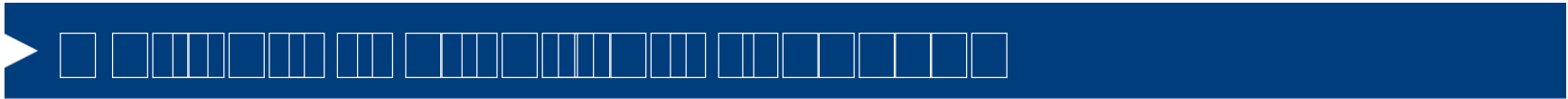
Each segment is further divided into sub-segments, which are represented by smaller squares. The sub-segments for each segment are: Data Architecture (Data Architecture, Data Architecture), Data Modeling & Design (Data Modeling & Design, Data Modeling & Design), Data Storage & Operations (Data Storage & Operations, Data Storage & Operations), Data Security (Data Security, Data Security), Data Integration & Interoperability (Data Integration & Interoperability, Data Integration & Interoperability), Document & Content Management (Document & Content Management, Document & Content Management), Reference & Master Data (Reference & Master Data, Reference & Master Data), Data Warehousing & Business Intelligence (Data Warehousing & Business Intelligence, Data Warehousing & Business Intelligence), Metadata (Metadata, Metadata), and Data Quality (Data Quality, Data Quality).



PWP Data Program



Source: Commonwealth of PA Office of Administration



- **A** (e.g., Chief Information Officer, General Counsel, IT, Data SME’s, etc.) to define data management strategy

- **Identify Data Owners**

- **Identify Data Owners**
 - **Identify Data Owners**
 - **A** (e.g., Chief Information Officer, General Counsel, IT, Data SME’s, etc.)
 - **Identify Data Owners**
 - **Identify Data Owners**

- **A** (e.g., Chief Information Officer, General Counsel, IT, Data SME’s, etc.) to define data management strategy

- **Identify Data Owners**

- **Update/Establish Policies, Procedures, & Standards (e.g. “ownership”)**

- **A** (e.g., Chief Information Officer, General Counsel, IT, Data SME’s, etc.) to define data management strategy



Data Governance Committee Example: Dept. of Revenue

Roles

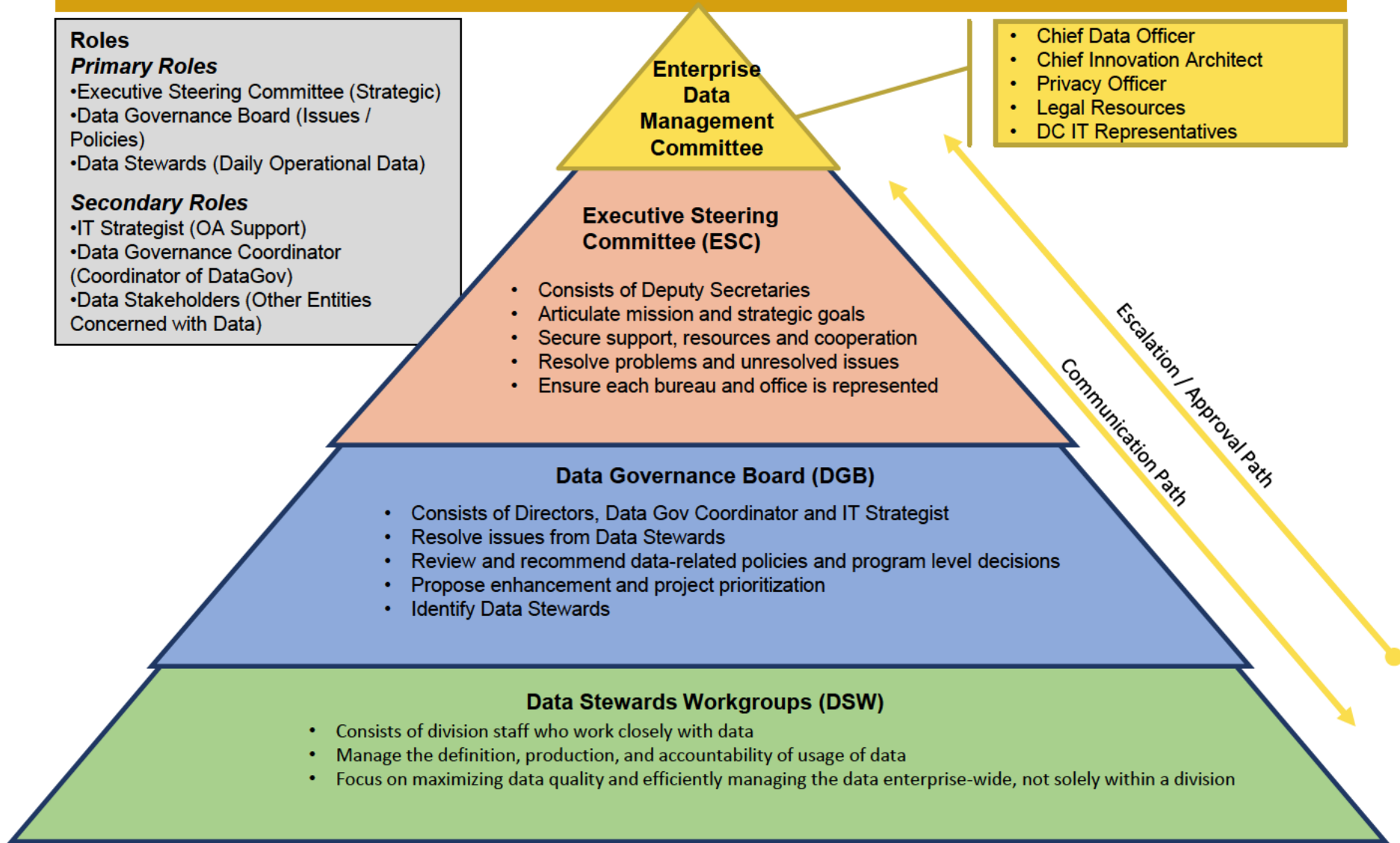
Primary Roles

- Executive Steering Committee (Strategic)
- Data Governance Board (Issues / Policies)
- Data Stewards (Daily Operational Data)

Secondary Roles

- IT Strategist (OA Support)
- Data Governance Coordinator (Coordinator of DataGov)
- Data Stakeholders (Other Entities Concerned with Data)

- Chief Data Officer
- Chief Innovation Architect
- Privacy Officer
- Legal Resources
- DC IT Representatives



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SharePoint

SharePoint has been provisioned with a two-tier publishing architecture. Three distinct SharePoint server farms are currently used in support of Commonwealth websites. Two of these server farms are used for production access by website visitors with both the primary and secondary hosting facilities containing one of these anonymous SharePoint server farms. The third server farm is stretched across both datacenters and is used exclusively for authoring and management of content.

Content management participants are required to authenticate to the authoring server. Once content has been published in the authoring environment, it is independently pushed to both anonymous server farms using SharePoint content deployment jobs. This SharePoint best practice allows for the separation of roles and authentication mechanisms, improves scalability, and provides failover capabilities for both the anonymous and authoring environments.

Data replication between facilities is achieved through replication technologies specific to the relational database technology. SAN replication is available, though, as an alternate data replication method for databases and as a primary method of replicating data stored in files.

Live databases are configured in Always on Availability Groups, a feature in Microsoft SQL server. Synchronous-Commit Availability Mode is utilized to focus on high-availability, with availability replicas maintained across datacenters to ensure zero data loss as well as minimal downtime. Should data recovery be required, SharePoint built in checks validate the scheme and version of the backup match the version of the target SharePoint system.

Access control, authorization and access logging are standard features within SharePoint and the IIS web platform it runs on. This includes the ability to view details such as the item(s) a user has access to, what item(s) a user accessed and when and what device a user used to access. This information is available either directly on the website or within access logs depending on the level of detail required.

Enterprise CMS also provides a publicly available training website, which functions as the means for Commonwealth content authors to receive the latest information on new features and enhancements by subscribing to Release Notes. The Commonwealth is also able to see the Enterprise CMS service availability in real-time.

WordPress

Commonwealth public facing WordPress websites presently are cloud-hosted and backed by the MySQL platform. These sites maintain the same key elements of focus as the SharePoint platform, those being security, availability, scalability, redundancy to ensure services are ready and available when citizens need them, and a fortified environment to identify and mitigate threats to security and integrity.

The hosting environment for the WordPress application is a multi-regional IaaS solution, currently utilizing locations in the Eastern and Central US, with Eastern US being the primary hosting environment and Central US as the standby hosting environment. The databases are a PaaS solution hosted in a multi-master and multi-regional configuration consisting of East and West US, with East US being the primary

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location and West US being the standby location. Asynchronous replication is used between database masters for speed and reliability. Backups are kept for 5 days.

Should data recovery be required, data is restored to an offline system and the target data is exported and imported into the existing database. WordPress maintains revision history of content changes in the current database, so existing content can usually be restored in this fashion. Content management is conducted within the WordPress admin interface. To gain access to the admin interface, content management participants are required to authenticate to WordPress and utilize a 2FA solution which requires using a one-time push notification or token code. Once content has been published in the WordPress admin interface, it is available for public viewing.

Based on requirements provided, most content authors within the admin interface have the administrator or editor roles within the WordPress admin interface. Access control, authorization and access logging are standard features within WordPress and the web server platform it runs on. When used in conjunction with 2FA, this includes the ability to view details such as the item(s) role, where a user logged in from and what device a user used to login. This information is available either directly on the website or within access logs depending on the level of detail required.

Custom Applications

Where the Commonwealth was in need for services which extended beyond content management, the current contractor has delivered custom application development solutions to meet those needs. These solutions have taken the form of web applications, web services, web APIs, and mobile applications. The Contractor has a five-member development staff and creates and supports systems built on and in PHP, Java, .Net, JavaScript, Xcode, and Swift. The quantity of applications and the tools they were created in are listed in **Appendix S, Inventory of Sites and Custom Applications**.

The current contract is run as a “Self-Funded” model, where the current vendor maintains a Driver Records Portal, which collects and processes funds, using a portion of those proceeds to fund the current public web presence. Background on these custom applications follows.

Driver Records Portal

The current contractor provides the Pennsylvania Department of Transportation (PennDOT) a Records Portal service that enables Wholesalers, Business Internet Accounts (paid and unpaid), and individuals to access PennDOT driver record information electronically. The service delivery method is via an “interactive” graphical user interface or a “point to point” process (web service or secure file transfer).

The current Contractor is authorized to charge an efficiency fee to all similarly-situated businesses which make a request for information records for authorized resale under state and federal law, except employers checking their own employment records, free government entities, employers of commercial drivers, school bus contractors, and service providers for the insurance industry, which shall be exempt from the fee.

The Driver Records Portal consists of four (4) unique applications/services:

1. Business Account Driver Records (BADR)

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- Processes credit card payments online using contractors CCP application, funds are dispersed using contractors TPE application.
- \$2 PAI fee per transaction with exceptions.
- There are 4 BADR account types. All but one account type (DL 9002) pay a \$200 application (first time) and renewal (each subsequent year) fee. Checks are made payable to contractor, mailed to PennDOT and are deposited in the current contractor's lockbox by PennDOT.

2. Individual Driver Records (IDR)

- Processes credit card payments online using Contractors CCP application, funds are dispersed using contractors TPE application.



3. Real-Time (RDR) and 4. Batch (BDR) Driver Records

- Payment processing is offline
 - Current contractor creates and maintains escrow accounts for each wholesaler. Money is deposited by wholesalers via ACH payment.
 - As records are ordered through RDR and BDR, a job runs for each application which debits the wholesaler escrow account and disperses money to PennDOT and Contractor accounts. Funds are dispersed using TPE application. Amounts deposited are provided in a report to PennDOT. A separate report is produced for each account.

Account Holder Authorization

From an accountability perspective, prior to receiving PennDOT records, each account holder:

- Executes an Account Holder agreement between PAI and Account Holder (step 1),
- Executes an Affidavit of Intended Use with customers for each SubAccount request (step 2),
- All executed documents must be approved by PennDOT.

As a material obligation of each Account Holder Agreement, each Account Holder will be obligated to enter into a SubAccount Holder Agreement with each subcontractor. Each SubAccount Holder Agreement will require a SubAccount:

- Execute an Affidavit of Intended Use prior to receiving records,
- Prior to delivering electronic access to any PennDOT records to an Account Holder, Contractor submits to PennDOT written documentation prepared by the Account Holder or SubAccount Holder setting forth the name and address provided of the Account Holder or SubAccount Holder and its intended use for the requested records,
- Within 15 business days of receipt of an affidavit, PennDOT determines eligibility and returns a status of approved (subaccount provided), pending or denied to Contractor for communication to the Account Holder.
- Contractor does not provide records without approval from PennDOT.

Access Methods

Driver information wholesalers and business internet accounts leveraging the RDR and/or BDR applications use a "point-to-point" method of record delivery that includes an interface for approved

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vendors to request individual driving records using a process that integrates with their backend system. This allows the customer to automatically download the record information.

The method includes:

- Real-time via an IMS transaction processor (DL2020) transaction and/or
- A batch mode via a secure FTP file transfer process. Records are provided within 24 hours of receiving the records from the PennDOT system.

End to End Billing

The BDR and RDR system provides:

- A durable identity within NIC's infrastructure which contains the ability to provision, maintain and de-provision user and customer accounts,
- User authentication,
- The ability for Driver Information Wholesalers to pay for these services using prepaid accounts by check (ACH).

Reporting The reporting process consists of a daily reconciliation of Wholesaler BDR and RDR transactions from NIC's CDB application. The numbers are entered manually in a spreadsheet which shows PennDOT the balance of the accounts. The spreadsheet is provided to PennDOT daily.

Support PAI provides technical support to Account Holders, including answering questions and remotely resolving problems, testing, and implementing changes related to screen and record formats, codes, abbreviations, billing policies, error messages, batch run problems, accepting affidavit requests on behalf of PennDOT and communicating statuses, and other information related to conducting these transactions, application maintenance and connectivity.

Application Maintenance

The Contractor currently maintains the web applications and mobile applications listed later in this Appendix. The current Contractor uses an average of 1500 hours per month for Application Maintenance.

Hosting Environment

Current contractor uses hardware technology from several industry leading vendors. Presented in the table below is information on the core hardware technologies employed in the hosting environments that support commonwealth websites and applications.

Server Type	Description	Specs	Primary DC Server Count	Secondary DC Server Count
Utility	Used to support FTP and other complementary non-http services	VM with 2 Xeon processor and 4GB RAM	3	3
Web App	Used to host custom and third-party web applications and outwards facing APIs	VM with 2 Xeon processor and 4GB RAM	4	4

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Server Type	Description	Specs	Primary DC Server Count	Secondary DC Server Count
SharePoint Web Front End (Anon)	Renders SharePoint websites for external users	VM with 12 Xeon processors and 16GB RAM	5	5
SharePoint Central Admin (Anon)	Inaccessible to external users, this SharePoint central administration server is used to manage the anonymous SharePoint server farm	VM with 12 Xeon processors and 16GB RAM	1	1
SharePoint Web Front End (Authoring)	A closed SharePoint environment for authors to create and manage content	VM with 8 Xeon processors and 16GB RAM	2	2
SharePoint Central Admin (Authoring)	Inaccessible to external users and authors, this SharePoint central administration server is used to manage the authoring SharePoint server farm	VM with 8 Xeon processors and 16GB RAM	1	1
SharePoint Search	Servers used to host the index and provide search results for the SharePoint sites, Running SharePoint 2016 to crawl content from the SharePoint 2013 farm.	VM with 4 Xeon processors and 16GB RAM	2	2
Application	Servers used to host internal application, business, and integration services	VM with 2 Xeon processor and 4GB RAM	13	13
Jobs	Server which executes jobs on a schedule in support of applications and the system	VM with 2 Xeon processor and 4GB RAM	3	2
Domain Controller (PA)	Provides authentication and domain services for PA specific users and infrastructure	VM with 4 Xeon processor and 8GB RAM	1	1
Content RDBMS	Database servers which host databases associated with the CMS and other content features	Physical Server with 12 Xeon processors (hyper-threaded) and 128GB RAM	2	2
Application RDBMS	Database servers which host databases associated with custom and third-party applications	Physical Server with 12 Xeon processors (hyper-threaded) and 128GB RAM	2	2

Current Hardware Technologies		
Category	Hardware Function	Hardware Products

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Server	Virtualization Server	Cisco UCS
	RDBMS Server	Cisco UCS
Network	Routers	Cisco
	Switches	Cisco
	Global Traffic Managers	F5 BIG-IP Global Traffic Manager (GTM)
	Local Load Balancers	F5 BIG-IP Local Traffic Manager (LTM)
	VPN Concentrator	Cisco Adaptive Security Appliance (ASA)
Security	Network Firewall	Check Point VSX
	Application Firewall	Imperva SecureSphere
	Network Intrusion Detection	CheckPoint IPS Blade
Storage	Storage Array Network	Pure
	Backup and Restore	Rubrik

Content Data Network (CDN) Environment

The CDN implementation was not intended to replace the existing infrastructure and instead acts as an extension by caching and serving static website content from CDN endpoints to mitigate spikes in traffic when the same content is requested multiple times.

These are the high-level details of the solution:

- 200+ geo-distributed cache endpoints, also known as points of presence,
- Serves content from multiple cache endpoint closest to a website visitor vs a single datacenter origin,
- Content still resides on and originates from origin servers in the datacenter (show in diagram below),
- Highly secure - Provides both network and application level DDoS protection, which provides protection against all known infrastructure (Layer 3 and 4) attacks,
- In-transit, data is secured through Transport Layer Security (TLS),
- Data at rest is encrypted for edge location points of presence (POPs) and encrypted EBS volumes for Regional Edge Caches (RECs),
- Geo-restriction provides the ability to restrict visitors by geo-ip location or country,
- Manages large and sudden spikes in traffic.

The current contractor leverages the following associated with the AWS CDN services to solve for significant peaks in website traffic:

- AWS CloudFront
- AWS CloudWatch
- AWS Route 53

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- Shield Advanced

Service Desk Environment

The table illustrates the type of calls taken by the Service Desk which has an average of 110 monthly calls from agencies.

Topic	Description
Content Management System Platform	SharePoint & WordPress
Websites and Applications	See Appendix S, Inventory of Sites and Custom Applications and Appendix T, Express Forms Metrics
Level of Technical Expertise within Agencies	Limited to content management system; design expertise varies by agency

Quality Scans

The current contractor runs monthly and quarterly quality (accessibility, misspelled words, broken links) scans of the websites and documents on the websites.

- The current contractor sends the scan results to digital directors enabling them to fix content issues in their control.
- The current contractor fixes issues in the template.

Accessibility

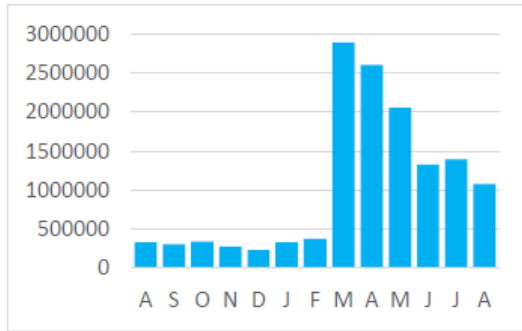
The current contractor includes accessibility in the SDLC (requirements, research, design, content, development, testing, monitoring) and manages bugs/issues to completion.

Language Translation

The current contractor uses Google Translate to provide language translation into 108 languages.

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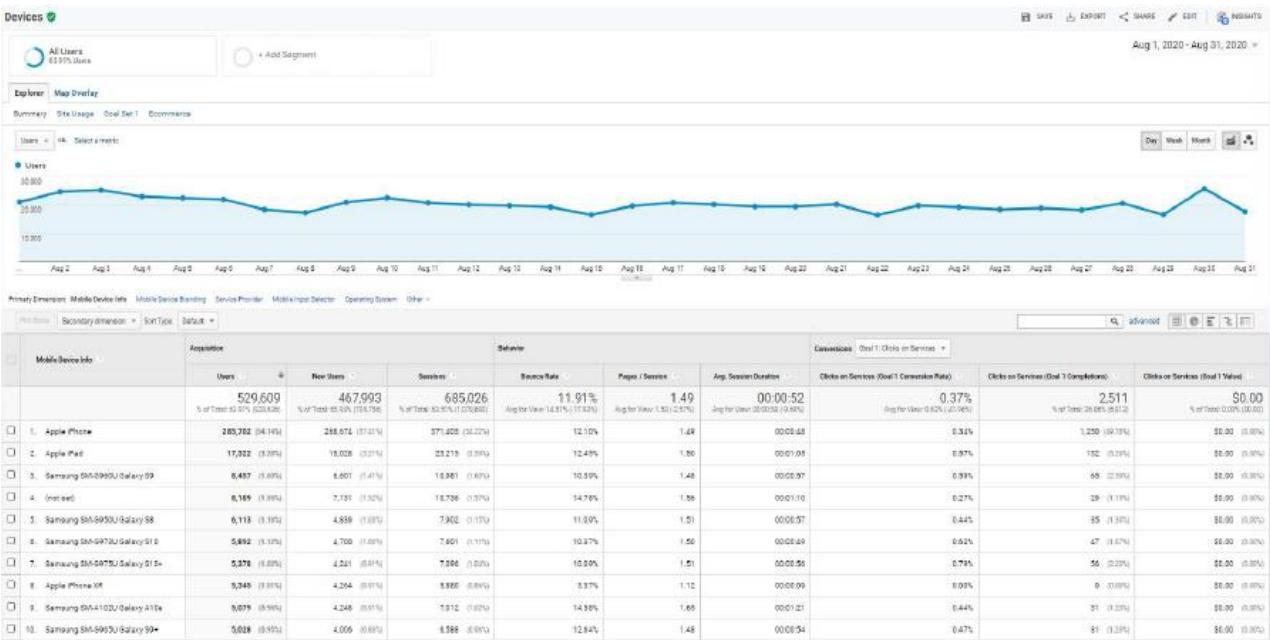
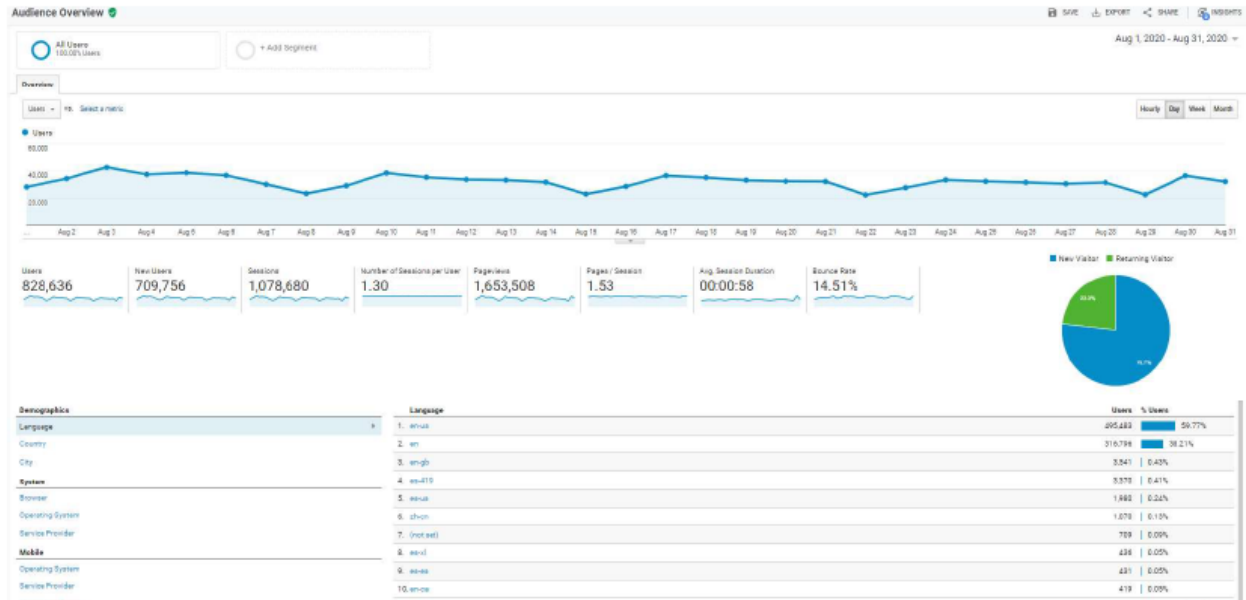
PA.gov Analytics, August 2020



1,078,680 Sessions

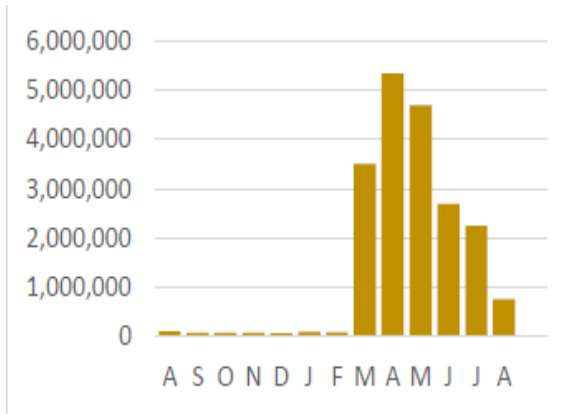
22.69% decrease from July 2020

232.44% increase from August 2019



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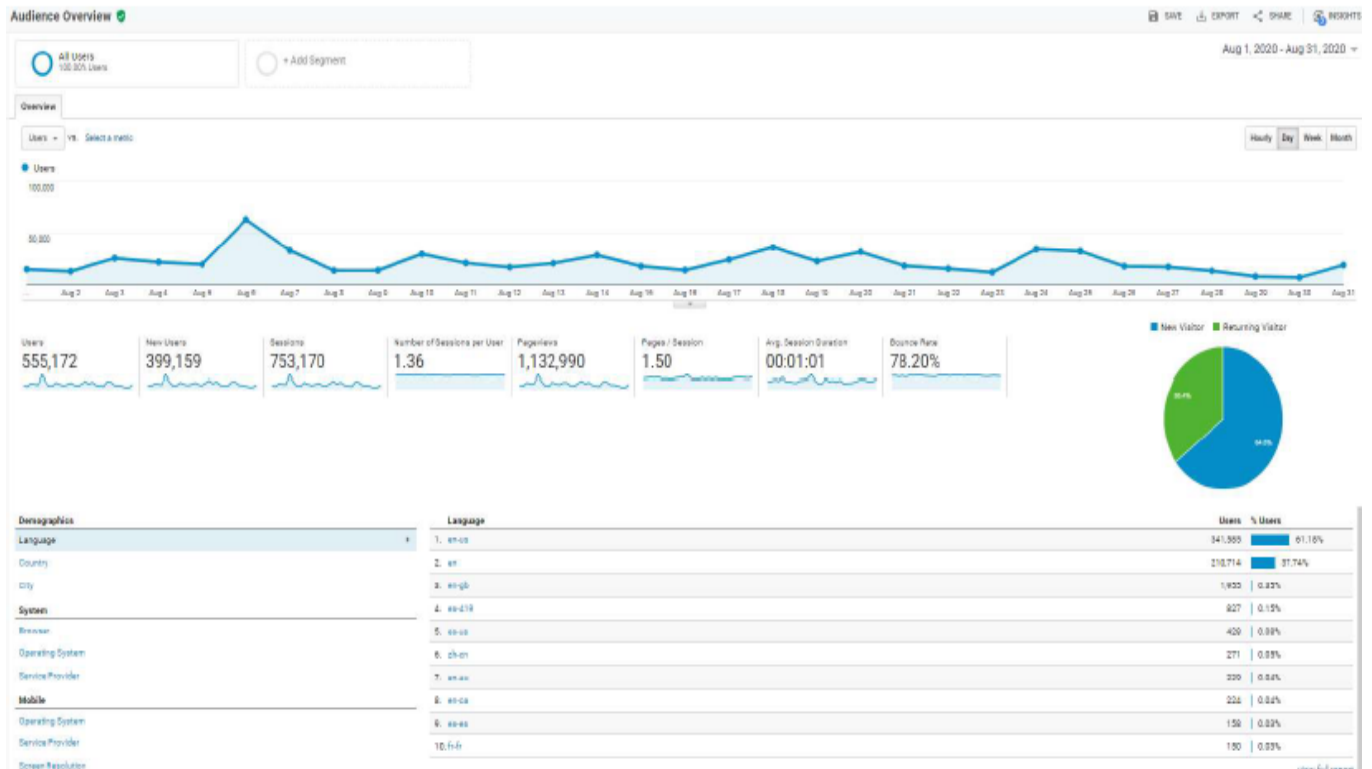
Governor.pa.gov Analytics, August 2020



753,170 Sessions

66.37% decrease from July 2020

686.85% increase from August 2019



APPENDIX X, NON-COMMONWEALTH HOSTING REQUIREMENTS

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

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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;
 - (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 sensitive security or protected information as defined in ITP-SEC019 Policy and Procedure for Protecting Commonwealth Electronic Data; and
 - (iii) a SOC for Cybersecurity report with respect to 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.

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

APPENDIX X, NON-COMMONWEALTH HOSTING REQUIREMENTS

- (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 an additional SOC for Cybersecurity audits 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 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 calendar 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 assessment at its own expense on an annual basis.

APPENDIX X, NON-COMMONWEALTH HOSTING REQUIREMENTS

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 2-A, 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.
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 agrees to 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.

APPENDIX X, NON-COMMONWEALTH HOSTING REQUIREMENTS

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 2-A.
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 to the Commonwealth Software Reseller within **sixty (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.

APPENDIX X, NON-COMMONWEALTH HOSTING REQUIREMENTS

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

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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_SEC013- Identity Protection and Access Management (IPAM) Architectural Standard and Identity Management Services	http://www.oa.pa.gov/Policies/Documents/itp_sec013.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_SEC020- Encryption Standards for Data at Rest	http://www.oa.pa.gov/Policies/Documents/itp_sec020.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 for Data in Transit	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_SEC037- Identity Proofing of Online Users	http://www.oa.pa.gov/Policies/Documents/itp_sec037.pdf
ITP_SEC038- Commonwealth Data Center Privileged User IAM Policy	http://www.oa.pa.gov/Policies/Documents/itp_sec038.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

APPENDIX Y – 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. 	
2	General	Offeror/Contractor shall describe if the proposed cloud service is a dedicated single tenant or shared (multi-tenant) cloud solution.	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		If multi-tenant, Offeror/Contractor shall describe the security controls to isolate the tenants.	
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>	
5	General	Offeror/Contractor shall, upon contract expiration or at any other time at the written request of the Commonwealth,	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		<p>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 	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		<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	<p>Offeror/Contractor shall ensure that under no circumstances will Commonwealth data be directly or indirectly transmitted or</p>	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
	(ITP-BUS011 CSR-L3)	downloaded to, stored in, or accessible from any location that is not subject to the laws and jurisdiction of the United States.	
11	Data Hosting (ITP-BUS011 CSR-L4)	<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	SOC Reporting (ITP-BUS011 CSR-L5)	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	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		<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> <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 (ITP-BUS011 CSR-S1)	<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 	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		<ul style="list-style-type: none"> • 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 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>	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		<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>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	Data Segmentation Boundary Protection (ITP-BUS011 CSR-S2)	<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>	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
15	Endpoint Protection (ITP-BUS011 CSR-S3)	<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 ○ 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>	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		<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> <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</p>	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		technical controls used for authenticating users, multifactor services, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet user, internal users, etc.	
18	Vulnerability Assessment (ITP-BUS011 CSR-S6)	<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. 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>) d) Offeror/Contractor shall be able to identify and validate vulnerabilities required for remediation and provide a mitigation plan and timeline to the Commonwealth. e) Offeror/Contractor shall ensure patching is up to date. 	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
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> <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>	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
21	Security Incident Handling (ITP-BUS011 CSR-S9)	<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. • 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>	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
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 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? 	

APPENDIX Y – CLOUD SERVICES REQUIREMENTS

REQ #	Category	Question	Offeror/Contractor Response
		<ul style="list-style-type: none"> • 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. 	

APPENDIX Z, DEFINITIONS

Term	Definition
Ad Hoc Reports	Reports generated as needed as opposed to on a production schedule.
<i>Americans with Disabilities Act</i>	<i>The Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 327, 42 U.S.C. §§ 12101, et seq, as amended.</i> <i>A federal civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places open to the public.</i>
Application Programming Interfaces or API	A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
Accessible Rich Internet Applications (ARIA)	ARIA is a technical specification published by the World Wide Web Consortium (W3C) that specifies how to increase the accessibility of web pages dynamic content, and user interface components developed with Ajax, HTML, JavaScript, and related technologies.
Assignment	The transfer or taking over by another of a contract or any part of a contract or any contractual right or duty.
Authoring Tool Accessibility Guidelines (ATAG)	ATAG, published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), applies to content management systems and explains how to: <ul style="list-style-type: none"> • Make the authoring tools themselves accessible, so that people with disabilities can create web content, and • Help authors create more accessible web content — specifically: enable, support, and promote the production of content that conforms to Web Content Accessibility Guidelines (WCAG).
Commonwealth	Commonwealth of Pennsylvania.
<i>Commonwealth Attorneys Act</i>	The <i>Act of October 15, 1980, P.L. 950, No. 164</i> , as amended, 71 P.S. §§ 732-101-732-506.
<i>Commonwealth Procurement Code</i>	The <i>Act of May 15, 2008, P.L. 555, 358, No. 57</i> , as amended, 62 Pa. C.S. §§ 101-4604.
Commonwealth Program Manager	Commonwealth Public Web Presence point of contact serving as the liaison between the Offeror and Commonwealth agencies using the contract.
Client Account Manager	The person required and as described in the Technical Submittal, subparagraph III.C.
Content Manager	Any person who edits digital content such as navigation, text, and images.
Contract	The agreement with the selected Offeror, including any amendments thereto or renewals or extensions thereof. The term “Contract” refers to the Contract for resulting from this RFP.
Contractor	The selected Offeror(s) that will enter into the Contract to be awarded under this RFP.

APPENDIX Z, DEFINITIONS

Term	Definition
Days	Calendar days, unless specifically indicated otherwise.
Deliverable	Report or item that must be completed and delivered under the terms of the Contract resulting from this RFP.
Digital Accessibility	Digital accessibility is about making digital content that can be used by a wide range of users, including those with visual, auditory, motor, or cognitive disabilities.
Digital Content	<p>The delivery of information and services to end-users via data, voice, or video technologies.</p> <ul style="list-style-type: none"> • <i>Electronic content:</i> This includes, but is not limited to Websites and web-based materials (Internet & Intranet), Microsoft Office & PDF documents, training materials (e.g., online training materials, tests, online surveys), multimedia (video/audio), digital materials (e.g., documents, templates, forms, reports, surveys), maps and infographics, electronic emergency notifications, and subscription services (e.g., news feeds, alert services, professional journals); • <i>Software:</i> This includes, but is not limited to web, desktop, server, and mobile client applications, authoring tools, associated infrastructure, and service offerings (Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS)); • <i>Hardware:</i> This includes, but is not limited to computers & laptops, servers, tablets, printers and copiers, scanners, peripheral equipment (e.g., keyboards, mice), kiosks and mobile phones; • <i>Support documentation and services:</i> This includes, but is not limited to training services, help desk or call center, automated self-service & technical support, and product materials.
Disability	<p>A Disability is any condition of the body or mind (impairment) that makes it more difficult for the person with the condition to do certain activities (activity limitation) and interact with the world around them (participation restrictions). Disabilities typically fall within four categories:</p> <ul style="list-style-type: none"> • <i>Visual:</i> This includes, but is not limited to blindness, low vision, and color blindness. • <i>Auditory:</i> This includes but is not limited to deaf and hard of hearing. • <i>Motor:</i> This includes, but is not limited to total or partial paralysis of a body part, usually a limb or limbs • <i>Cognitive:</i> This includes, but is not limited to dyslexia, downs syndrome, autism, traumatic brain injury, post -traumatic stress disorder and anxiety.
Documentation	All materials required to support and convey information about the Services or Supplies required by the Contract, including, but not limited to: written reports and analyses; diagrams, maps, logical and physical designs; system designs; computer programs; flow charts; and disks or other machine-readable storage media.

APPENDIX Z, DEFINITIONS

Term	Definition
Effective Date	The later of the following: (1) The date the Contract has been fully executed by the Contractor and all approvals required by Commonwealth contracting procedures have been obtained; or (2) the date stated in the Contract.
Expiration Date	The date on which a contract expires. The last date when work to be billed under the Contract can be performed. The end of the Term of the Contract, as more fully set forth in the Contract.
Extension of Contract	The continuation of an existing contract, with the same supplier or contractor, which is due to expire and does not provide for an option to renew.
Key Personnel	Individuals required and described at Technical Submittal, subsection III.C.
Major Incident	The highest category of impact for an incident. A major incident results in significant disruption to the business.
Notice to Proceed	Written authorization from the purchasing agency's contracting officer to the Contractor to perform the Services specified in the Contract. The Notice to Proceed cannot be issued until on or after the effective date of the Contract resulting from the RFP. See Section 20 of the Event Description .
Offeror	An entity that submits a proposal in response to a Request for Proposals.
PDF/UA (PDF/Universal Accessibility)	PDF/UA is a technical specification intended for developers implementing PDF writing and processing software, PDF/UA provides definitive terms and requirements for accessibility in PDF documents and applications. For those equipped with appropriate software, conformance with PDF/UA ensures accessibility for people with disabilities who use assistive technologies such as screen readers, screen magnifiers, joysticks, and other technologies to navigate and read electronic content.
PDF Techniques for WCAG 2.0	The PDF Techniques for WCAG 2.0 provide guidance on how to create accessible PDFs.
Personally Identifiable Information (PII)	Any information about an individual maintained by a Commonwealth agency, including (1) any information that can be used to distinguish or trace an individual's identify, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial and employment information. Additional examples include driver's license number, state identification card number, passport number and identifying information that must be protected under any policy, law, or other requirement applicable to an agency.
Personnel	Individuals required and as described in Section III, Qualifications , of the Technical Submittal , including Key Personnel identified in paragraph III.C ; Staff identified in paragraph III.C(2) ; and Subcontractors identified in subsection III.D .
Policy Driven Adoption for Accessibility (PDAA):	PDAA is a tool that vendors use to demonstrate the extent to which their organization has implemented accessibility best practices within its

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APPENDIX Z, DEFINITIONS

Term	Definition
	operations. The PDAA methodology was created by a National Association of State CIOs (NASCIO) working group.
Project	The Public Web Presence solution required by the RFP.
Proposal	Offeror's <u>response</u> to a Request for Proposal which may be subject to negotiation and award criteria set forth in the Request for Proposal. Proposals include the Technical Submittal, Cost Submittal, Small Diverse Business Participation Submittal, Veteran Business Enterprise Participation Submittal, relevant Buyer Attachments, Additional Required Documentation, and other attachments Offerors determine relevant. See Section 14 of the Event Description .
Request for Proposal (RFP)	All documents, including those either attached or incorporated by reference, used for soliciting proposals.
Requested Information	Information related to this Contract that is the subject of a request under the <i>Right-to-Know Law</i> that may be in the Contractor's possession, constituting or presumed to constitute, a public record in accordance with the <i>RTKL</i> .
Responsive Design	<p>Responsive web design (RWD) is an approach to web design that makes web pages render well on a variety of devices and window or screen sizes. Recent work also considers the viewer proximity as part of the viewing context as an extension for RWD. Content, design, and performance are necessary across all devices to ensure usability and satisfaction.</p> <p>A site designed with RWD adapts the layout to the viewing environment by using fluid, proportion-based grids, flexible images, and CSS3 media queries, an extension of the media rule, in the following ways:</p> <ul style="list-style-type: none"> • The fluid grid concept calls for page element sizing to be in relative units like percentages, rather than absolute units like pixels or points. • Flexible images are also sized in relative units, to prevent them from displaying outside their containing element. • Media queries allow the page to use different CSS style rules based on characteristics of the device the site is being displayed on, e.g. width of the rendering surface (browser window width or a physical display size). • Responsive layouts automatically adjust and adapt to any device screen size, whether it is a desktop, a laptop, a tablet, or a mobile phone.
Responsive Proposal	A proposal which conforms in all material respects to the requirements and criteria in the request for proposals.
Section 508 Standards (Revised)	A final rule, published in January of 2017, updating accessibility requirements for information and communication technology (ICT) covered by Section 508 of the Rehabilitation Act of 1973.
<i>Right-to-Know Law</i>	The <i>Act of February 14, 2008, P.L. 6, No. 3</i> , as amended, known as the <i>Right-to-Know Law</i> , 65 P.S. §§ 67.101-3104.
Roles Based Access Control	A method of regulating access to computer or network resources based on the roles of individual users within an enterprise. In this context, access is the

APPENDIX Z, DEFINITIONS

Term	Definition
	ability of an individual user to perform a specific task, such as view, create, or modify a file.
SAP Vendor Number	A vendor identification number for the Commonwealth's SAP ordering and payment processing systems.
Section 508 Standards (Revised):	A final rule, published in January of 2017, updating accessibility requirements for information and communication technology (ICT) covered by Section 508 of the Rehabilitation Act of 1973
Selected Offeror	Offeror that has been selected for contract negotiations.
Services	All Contractor activity necessary to satisfy the respective Contract.
Service Level Agreements	A collection of Service Level commitments provided by Contractor with associated cures.
Service Level Credit	The credit due the Commonwealth in the event the Contractor fails to meet the applicable Service Level.
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 three-year average gross annual revenues, regardless of business type.
Small Diverse Business (SDB)	A DGS-verified Minority- Business Enterprise (MBE), Woman Business Enterprise (WBE), Service-Disabled Veteran-owned small Business Enterprise (SDVBE), LGBT Business Enterprise (LGBTBE), or Disability-Owned Business Enterprise (DOBE).
Subcontractor	An individual, business, university, governmental entity, or nonprofit organization contracting to perform part, or all, of another entity's contract.
Term	The duration of the Contract between the Commonwealth and the Contractor.
Termination for Convenience	A termination based on a determination by the Commonwealth that termination is in the best interest of the Commonwealth.
Third Party	Someone indirectly involved in the Contract, but who is not a principal party to the Contract.
User Agent Accessibility Guidelines (UAAG)	UAAG, published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), explains how to make user agents accessible to people with disabilities. User agents include browsers, browser extensions, media players, readers and other applications that render web content.
Voluntary Product Accessibility Template (VPAT)	A VPAT is an industry accepted tool to measure an organization's ability to demonstrate their product's (hardware, software (COTS), electronic content and support documentation and services) support for accessibility. The latest VPAT templates for both WCAG and Section 508 Standards (Revised) can be found on the ITI website .
Web Content Accessibility Guidelines (WCAG)	WCAG are an industry-recognized standard published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C). WCAG includes three levels of conformance (A, AA, AAA).
Work Product	An outcome that must be produced to fulfill a Requirement within a Project.

APPENDIX Z, DEFINITIONS

6100050631 Public Web Presence)Pre-
Proposal Conference

Issuing Office – John Wiekle



pennsylvania
BUREAU OF DIVERSITY, INCLUSION
AND SMALL BUSINESS OPPORTUNITIES



November 17, 2020 10:00am

What's the Point?



SDB and VBE Classification

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
- #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	12%	3%

Primes are welcome to exceed the goal!

Goal Analysis

- Available subcontracting opportunities across the entire state for the administrative 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*
- SDB/VBE Utilization Schedule – *SDB-3/VBE-3*
- Letter of Commitment – *SDB 3.1/VBE-3.1*
- 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

CRITICAL
✓ Check One, and
Only One, Box

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.

I agree to meet the SDB participation goal in full. **I am requesting a partial waiver of the SDB participation goal.** **I am requesting a full waiver of the SDB participation goal.**

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.

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

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**

SDB Utilization Schedule – SDB-3

SDB-3 SDB UTILIZATION SCHEDULE

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor, supplier, or manufacturer (add additional Letters of Commitment as necessary).

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Dollar Value of Commitment (after applying any calculation per SDB-1, Section IV, Calculating SDB participation)
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: _____ SAP Vendor Number: _____ SDB Verification Number: _____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % SDB commitment: 0	Total \$ amount: \$0

Letter of Commitment SDB-3.1

SDB-3-1 LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: _____

Solicitation Name: _____

	Bidder/Offeror Information	SDB Information
Name		
Address		
Point of Contact		
Telephone number		
Email address		

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the term of the prime contract, as more specifically set forth below:

Services or supplies the VBE will provide:	
Specific Time Frame the VBE will provide the services or supplies:	

Dollar Value of Commitment. These services or supplies represent \$ _____ for the term of the contract.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Printed name

Acknowledged

Printed name

**SDB to
expect a
letter and
SIGN it!**

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

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.

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' interface on the Pennsylvania Department of General Services website. At the top left is the state logo and 'pennsylvania DEPARTMENT OF GENERAL SERVICES'. The page title is 'Supplier Search'. A navigation bar includes 'Home', 'PA eMarketplace', and 'Search Contracts'. A note explains that searches will include suppliers qualified for ITQ contracts and those registered with BDISBO. There are two search sections: 'Quick Search' with a text input for 'Supplier Name or SAP Number', 'Search', and 'Reset' buttons; and 'Advanced Search'. Below the search sections, there is a 'Show 10 entries' dropdown, 'Export to Excel', and 'Reset Search Criteria' buttons. A table header is visible with columns: 'Supplier (click on name to display full record)', 'Contact', 'Address', 'SB Exp Date', 'SDB', and 'COSTARS'.

<http://www.dgs.internet.state.pa.us/suppliersearch>

Quick Search



Supplier 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

- Find only vendors that have all selected classifications
- Find only vendors that have at least one selected classification

← Select one or more classifications. To pull only SDBs, check "Select all Small Diverse Business Classifications" below. To Include SBs, check "Small Business".

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

- Grant 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@ADVANCEDBLDGCONTOLS.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.Greene@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
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REMINDER



**SEPARATE
SDB/VBE
SUBMITTALS!**

Questions?



BDISBO Contact Info

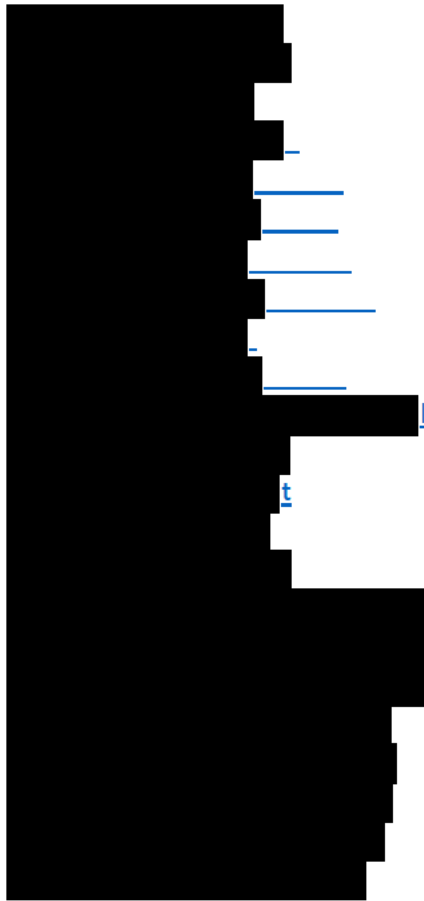
Bureau of Diversity, Inclusion and Small Business Opportunities

North Office Building
401 North Street, Room 611
Harrisburg, PA 17120-0500
717.783.3119

GS-BDISBO@pa.gov

RSVP FOR SDB Meeting
Public Web Presence

Email



Name	Business
Natalie Gard	Sense Corp
Stu Davis	Sense Corp
Craig Holden	Adobe
Colin Wardlaw	Adobe
Colby Ward,	Adobe
Ashley Fitzsimmons	Adobe
Raul Hayes,	Adobe
Pete Petruccione	Adobe
Don Sloan	Adobe
Earl Moore	Adobe
Lauren Lockwood	Bloom works
Hari Nallure	epath usa
Shiva Meduri	epath usa
Dawn Grey	epath usa
Hung Nguyen	epath usa
Terry Tremayne	A2Z Diversity Solutions
Diane Hussey	Proposal Management
Daniel McCurdy	KPMG
Chad Firestone	Deloitte
Chuck Woods	Accenture Consulting
Stephen Pacchioli	Computer Aid Inc.
John Smith	INFO-MATRIX Corp
Adam Thornton	Pennsylvania Interactive

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 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
- 1.1.3 Please download, complete, and upload Appendix C, Offeror Project Reference from Buyer Attachments.
File Upload
- 1.1.4 Please download, complete, and upload Appendix D, Personnel Summary Matrix from Buyer Attachments.
File Upload
- 1.1.5 Please upload your proposed RACI Matrix in either the format as provided in Appendix F, PWP RACI Matrix example or in your own format.
File Upload
- 1.1.6 Please upload your proposed redlined document with track changes of Appendix U, IT Contact Terms and Conditions.
File Upload
- 1.1.7 Please upload your proposed redlined document with track changes of Appendix X, Non-Commonwealth Hosting Requirements..
File Upload
- 1.1.8 Please download, complete, and upload Appendix Y, Cloud Services Requirements.
File Upload
- 1.1.9 Please download, complete, and upload Appendix AA, PDAA Assessment from Buyer Attachments.
File Upload
- 1.1.10 I have read and fully understand the 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 and Small Business Participation

- 1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document ★
Yes/No
SDB Participation Information -
../Attachments/QuestionAttachments/Small+Diverse+Business+Participation+Information-Comprehensive
- 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
SDB Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/SDB Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.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
VBE Participation Information -
../Attachments/QuestionAttachments/Veteran+Business+Enterprise+Participation+Information-Comprehe
- 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
VBE Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/VBE Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.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 K, Cost Submittal 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

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

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-3, SDB-3.1, 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 SDB Utilization Schedule and shall be submitted electronically in accordance with Group 1.2 Small Diverse 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, SDB Utilization Schedule, 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. Each SDB participation commitment which was credited by BDISBO and the total percentage of the SDB participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations 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 amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

3. The selected Offeror cannot alter its overall SDB commitment or commitments made to individual SDB subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both the overall percentage SDB commitment and individual SDB commitments must be maintained in the event the contract is assigned to another prime contractor.

C. Subcontract requirements.

1. The selected Offeror and each SDB listed on the SDB Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the SDB within 30 calendar days of the final execution date of the Commonwealth contract. 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 fixed percentage commitment and/or associated estimated dollar value that each SDB will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;
 - 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. If the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's SDB Participation Submittal or associated documents (SDB Utilization Schedule and Letters of Commitment), the information listed in the SDB Participation Submittal

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

or associated documents is incorporated into the subcontract agreement. 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 listed on the SDB Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
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

SMALL DIVERSE BUSINESS PARTICIPATION INFORMATION

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 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 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 **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** 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 incomplete as of the bid or proposal due date and time shall not be counted towards the SDB participation goal. Offerors cannot use self-certified SBs that do not have their SDB verification as of the bid or proposal due date and time to meet 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 AND SDB UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm 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.

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 a prime bidder or offeror on a procurement may receive credit towards the SDB Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% SDB participation goal. An SDB prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% SDB participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet SDB participation goal. Failure to satisfy the remaining 5% SDB participation goal or failure to obtain a Good Faith Efforts waiver for the

SDB-1

INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

unmet portion of the SDB participation goal will result in rejection of that SDB prime's bid or proposal as nonresponsive.

2. For an SDB prime bidder or offeror to receive credit for self-performance, the SDB prime bidder or offeror must list itself in the **SDB Utilization Schedule (SDB-3)**.
3. The SDB prime bidder or offeror must also include the classification category (MBE, WBE, LGBTBE, DOBE, and/or SDVBE) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the SDB participation goal not met through the SDB prime bidder or offeror's self-performance, the SDB bidder or offeror must also identify on the **SDB Utilization Schedule (SDB-3)** the other SDB subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

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.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its SDB Participation Submittal (SDB-2) a letter of commitment (LOC) (SDB-3-1) for each subcontractor included in its SDB Utilization Schedule (SDB-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the SDB; and
 - b. A description of the services or supplies the SDB will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the SDB will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for SDB participation; and
 - e. The name, address, and telephone number of the primary contact person for the SDB; and
 - f. Signatures of representatives of both the Bidder/Offeror and the SDB subcontractor who are authorized to contractually bind their firm.

SDB-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

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 **SDB Participation Submittal (SDB-2)**;
 - b. Failure to submit an **SDB Utilization Schedule (SDB-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** SDBs that will be used to meet the SDB participation goal, unless the bidder or offeror's commitments to other DGS-verified SDBs meet or exceed the SDB Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the SDB participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS SDB verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the SDB participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

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 add additional SDBs or make material changes as part of its clarifications or corrections in order to meet the SDB participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **SDB Participation Submittal (SDB-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **SDB Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **SDB Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **SDB Participation Submittal** was not submitted.

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 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 (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

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 the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

SDB-3
SDB UTILIZATION SCHEDULE

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor (add additional Letters of Commitment as necessary).

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % SDB commitment: <u>0</u>	Total \$ amount: <u>\$0</u>

SDB-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: _____

Solicitation Name: _____

	Bidder/Offeror Information	SDB Information
Name		
Address		
Point of Contact		
Telephone number		
Email address		

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies 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:

Services or supplies the SDB will provide:

Specific Time Frame the SDB will provide the services or supplies:

Percentage Commitment. These services or supplies represent _____% of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$_____ during the initial contract term.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Acknowledged

Printed name

Printed name

Signature
Bidder/Offeror Point of Contact Name

Signature
SDB Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

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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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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:

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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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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.

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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.

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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. 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.

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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.

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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-3, VBE-3.1, 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 VBE Utilization Schedule and shall be submitted electronically in accordance with VBE Participation Question No. 1.2.2.

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, VBE Utilization Schedule, 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. Each VBE participation commitment which was credited by BDISBO and the total percentage of the VBE participation commitments made at the time of proposal submittal or contract negotiations, as applicable, become contractual obligations 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 amount paid to the selected Offeror throughout the initial contract term and all renewal option terms.

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

3. The selected Offeror cannot alter its overall VBE commitment or commitments made to individual VBE subcontractors without written approval from the Issuing Officer and BDISBO.
4. Both 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 listed on the VBE Utilization Schedule must enter into a final, definitive subcontract agreement signed by the selected offeror and the VBE within 30 calendar days of the final execution date of the Commonwealth contract. 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 fixed percentage commitment and/or associated estimated dollar value that each VBE will receive based on the final negotiated cost for the initial term of the prime contract and any renewal option terms;
 - 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. If the subcontract terms omit any of the information required in subparagraph 2 but that information is otherwise reflected within the selected offeror's VBE Participation Submittal or associated documents (VBE Utilization Schedule and Letters of Commitment), the information listed in the VBE Participation Submittal

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

or associated documents is incorporated into the subcontract agreement. 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 listed on the VBE Utilization Schedule cannot agree upon a definitive subcontract within 30 calendar days of the final execution date of the Commonwealth contract or as specified in the solicitation, the selected offeror must provide written notification to the issuing Agency and BDISBO.
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

VETERAN BUSINESS ENTERPRISE PARTICIPATION INFORMATION

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 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 SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

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.

The following instructions also include details for completing the VBE Utilization Schedule (VBE-3), which Bidders or Offerors must submit for any portion of the VBE participation goal the Bidder or Offeror commits to meeting.

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** 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, including an VBE prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the VBE Utilization Schedule (VBE-3).** A firm whose VBE verification is pending or incomplete as of the bid or proposal due date and time shall not be counted towards the VBE participation goal. Offerors cannot use self-certified SBs that do not have their VBE verification as of the bid or proposal due date and time to meet 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 SMALL DIVERSE BUSINESS (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as identified for the solicitation.

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 an 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. An VBE firm participating as a prime bidder or offeror on a procurement may receive credit towards the VBE Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% VBE participation goal. An VBE prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% VBE participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet VBE participation goal. Failure to satisfy the remaining 5% VBE participation goal or failure to obtain a Good Faith Efforts waiver for the unmet portion of the VBE participation goal will result in rejection of that VBE prime's bid or proposal as nonresponsive.

VBE-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

2. For an VBE prime bidder or offeror to receive credit for self-performance, the VBE prime bidder or offeror must list itself in the **VBE Utilization Schedule (VBE-3)**.
3. The VBE prime bidder or offeror must also include the classification category (Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the VBE participation goal not met through the VBE prime bidder or offeror's self-performance, the VBE bidder or offeror must also identify on the **VBE Utilization Schedule (VBE-3)** the other VBE subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

IV. Calculating VBE participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an 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.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its VBE Participation Submittal (VBE-2) a letter of commitment (LOC) (VBE-3-1) for each subcontractor included in its VBE Utilization Schedule (VBE-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the VBE; and
 - b. A description of the services or supplies the VBE will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the VBE will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for VBE participation; and
 - e. The name, address, and telephone number of the primary contact person for the VBE; and
 - f. Signatures of representatives of both the Bidder/Offeror and the VBE subcontractor who are authorized to contractually bind their firm.

VBE-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

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 an **VBE Utilization Schedule (VBE-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** VBEs that will be used to meet the VBE participation goal, unless the bidder or offeror's commitments to other DGS-verified VBEs meet or exceed the VBE Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the VBE participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS VBE verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the VBE participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

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 add additional VBEs or make material changes as part of its clarifications or corrections in order to meet the VBE participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **VBE Participation Submittal (VBE-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **VBE Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **VBE Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **VBE Participation Submittal** was not submitted.

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 have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

I am requesting a partial 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 the total 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 bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

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 bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

VBE-3
VBE UTILIZATION SCHEDULE

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a **Letter of Commitment (VBE-3-1)** for each VBE subcontractor (add additional Letters of Commitment as necessary).

VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification)	Type of VBE (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by VBE bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> VBE Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % VBE commitment: <u>0</u>	Total \$ amount: <u>\$ 0</u>

VBE-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: _____

Solicitation Name: _____

	Bidder/Offeror Information	VBE Information
Name		
Address		
Point of Contact		
Telephone number		
Email address		

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies 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:

Services or supplies the VBE will provide:

Specific Time Frame the VBE will provide the services or supplies:

Percentage Commitment. These services or supplies represent _____% of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$_____ during the initial contract term.

VBE verified. By signing below, the VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Acknowledged

Printed name

Printed name

Signature
Bidder/Offeror Point of Contact Name

Signature
VBE Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

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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

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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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- (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 SMALL DIVERSE BUSINESS (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 SMALL DIVERSE BUSINESS (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.

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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.
	<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.

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. VBEs used to meet the VBE participation goal must be listed on the **VBE Utilization Schedule (VBE-2)**.

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: <input type="checkbox"/> VBE <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 VBE <input type="checkbox"/> Used non-VBE <input type="checkbox"/> Self performing
VBE Name: <input type="checkbox"/> VBE <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 VBE <input type="checkbox"/> Used non-VBE <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

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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.

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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

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 = Prior Experience

Public Thread

Q: In section B. Prior Experience of the technical submission document it states "Experience shown should be work done by individuals who will be assigned to this project as well as that of your company." Do these need to fulfilled by key personnel experience or will company experience suffice?

Question added by: Anonymous

12/3/2020 3:56 PM EST

A: By key personnel that are assigned to the project.

Answered by: John Weikle

12/21/2020 12:22 PM EST

Subject = Prior Experience

Public Thread

Q: In section B. Prior Experience of the technical submission document, there are 19 experience bullets listed that key personnel should possess, are we able to satisfy multiple experience bullets points with the same project/resource?

Question added by: Anonymous

12/3/2020 3:51 PM EST

A: Yes, offerors can propose any resource or combination of resources that satisfy the key skill requirements of the RFP.

Answered by: John Weikle

12/21/2020 12:20 PM EST

Subject = Accessibility

Public Thread

Q: When considering accessibility requirements, typically these requirements are associated with content created specifically for the website. Do you have specific requirements for content pulled from alternate sources including videos, PDFs, speeches, press releases, etc.? Would outside content potentially need to be optimized to meet compliancy standards as well, or does the Commonwealth already have a process in place to ensure that content is accessible?

Question added by: Anonymous

12/3/2020 3:30 PM EST

A: The commonwealth is updating its Accessibility Policy to reflect the expectation that third-party digital content and services are accessible upon procurement.

Answered by: John Weikle

12/21/2020 12:19 PM EST

Subject = Transition

Public Thread

Q: Are there any licensed applications provided by the current vendor that will require support from the current vendor post transition? If yes can you provide details on the contractual arrangement?

Question added by: Anonymous

12/3/2020 3:29 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 11:36 AM EST

Subject = Accessibility

Public Thread

Q: Has the Commonwealth completed an outside accessibility audit for the current site, and if so, are there gaps that need to be solved for as part of Phase I? If you have done a recent accessibility audit, are you able to share the results?

Question added by: Anonymous

12/3/2020 3:29 PM EST

A: The commonwealth has not done an outside accessibility audit.

Answered by: John Weikle

12/21/2020 11:35 AM EST

Subject = SharePoint

Public Thread

Q: Apart from SharePoint native content DBs, is there any separate databases containing Business Data?

Question added by: Anonymous

12/3/2020 3:29 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 11:33 AM EST

Subject = SharePoint

Public Thread

Q: Are there any custom Site Definitions developed for the sites or all of them are through OOTB Site Definition (like Team sites/Portals)?

Question added by: Anonymous

12/3/2020 3:29 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 11:32 AM EST

Subject = SharePoint	Public Thread	
<p>Q: What is the complexity of custom webparts/components? Simple - OOTB Webparts Medium - Simple custom developed webpart with low key features. Complex- Complex webpart with workflows/major business rules.</p>	Question added by: Anonymous	12/3/2020 3:27 PM EST
<p>A: This will be covered during the Transition Phase.</p>	Answered by: John Weikle	12/21/2020 11:30 AM EST
Subject = SharePoint	Public Thread	
<p>Q: Does the current environment have any custom applications or code integrated which would need to be migrated? If so, please provide a list of these and an overview of their function?</p>	Question added by: Anonymous	12/3/2020 3:26 PM EST
<p>A: This will be covered during the Transition Phase.</p>	Answered by: John Weikle	12/21/2020 11:29 AM EST
Subject = SharePoint	Public Thread	
<p>Q: Has the current support team completed an upgrade validation/check on the current environment for any potential issues with the upgrade? If so, are you able to provide a copy of that report?</p>	Question added by: Anonymous	12/3/2020 3:26 PM EST
<p>A: The information is not available.</p>	Answered by: John Weikle	12/21/2020 11:27 AM EST
Subject = SharePoint	Public Thread	
<p>Q: Are there any custom workflows in the overall solution? If so please provide details.</p>	Question added by: Anonymous	12/3/2020 3:26 PM EST
<p>A: This will be covered during the Transition Phase.</p>	Answered by: John Weikle	12/21/2020 11:25 AM EST
Subject = SharePoint	Public Thread	
<p>Q: Are there any third party tools used in the custom solutions? If so please list them.</p>	Question added by: Anonymous	12/3/2020 3:26 PM EST
<p>A: There is a custom-built forms solution built by the current vendor. There is a document available titled "Appendix S, Inventory of Sites and Custom Applications"</p>	Answered by: John Weikle	12/21/2020 11:24 AM EST
Subject = SharePoint	Public Thread	
<p>Q: What are the recommended browsers on the site? Is it default, IE, Chrome, Firefox, safari? Need to know in case of any specific explorer versions.</p>	Question added by: Anonymous	12/3/2020 3:26 PM EST
<p>A: Microsoft Edge, Google Chrome, Mozilla Firefox, and Safari. It is also important that sites be responsive on both tablet and mobile devices.</p>	Answered by: John Weikle	12/17/2020 3:57 PM EST
Subject = SharePoint	Public Thread	
<p>Q: Are there any performance issues on the existing Site?</p>	Question added by: Anonymous	12/3/2020 3:25 PM EST
<p>A: This will be covered during the Transition Phase.</p>	Answered by: John Weikle	12/22/2020 9:24 AM EST
Subject = SharePoint	Public Thread	
<p>Q: Any statistics tool used to track site usage or is it Out of Box SharePoint usage report?</p>	Question added by: Anonymous	12/3/2020 3:25 PM EST
<p>A: This will be covered during the Transition Phase.</p>	Answered by: John Weikle	12/17/2020 3:54 PM EST
Subject = SharePoint	Public Thread	
<p>Q: Can we get SharePoint usage statistics in terms of average number of users per site?</p>	Question added by: Anonymous	12/3/2020 3:21 PM EST
<p>A: This will be covered during the Transition Phase.</p>	Answered by: John Weikle	12/17/2020 3:53 PM EST

Subject = SharePoint	Public Thread	
Q: Is the installation and configuration task being solicited separately? Or is it same team as application support team?	Question added by: Anonymous	12/3/2020 3:21 PM EST
A: The Offeror will be responsible for both the installation and the configuration of the new SharePoint Environment. How separation of duties is determined will be up to the offeror to established based on the skillset of their team.	Answered by: John Weikle	12/17/2020 3:50 PM EST
Subject = SharePoint	Public Thread	
Q: Please clarify the scope of migration for SharePoint sites: Is it moving from NIC's infrastructure to Govt. Infrastructure?	Question added by: Anonymous	12/3/2020 3:20 PM EST
A: Offerors can propose their own solution including hosting options.	Answered by: John Weikle	12/21/2020 11:21 AM EST
Subject = SharePoint	Public Thread	
Q: What is the size of database for SharePoint collection/content?	Question added by: Anonymous	12/3/2020 3:20 PM EST
A: 305 GB	Answered by: John Weikle	12/17/2020 3:47 PM EST
Subject = Economy of Preparation	Public Thread	
Q: In the technical submission document within economy of preparation it states "...the Offeror may not alter the text font, size, margins, or any other formatting to fit more into their proposal." Can tables and graphics be in smaller font size than Times New Rowman's size 12?	Question added by: Anonymous	12/3/2020 3:15 PM EST
A: Offerors may use Times New Roman font size 10 and above in embedded Technical Submittal tables and graphics.	Answered by: John Weikle	12/17/2020 3:46 PM EST
Subject = Timeline	Public Thread	
Q: Is the expectation that vendors stick to the timeline listed in appendix B or can vendors propose their own?	Question added by: Anonymous	12/3/2020 3:14 PM EST
A: The timeline in Appendix B, PWP Overview by Phase contains specific deadlines that must be met and cannot be altered.	Answered by: John Weikle	12/17/2020 3:44 PM EST
Subject = Page Count	Public Thread	
Q: Are resumes and certifications of key personnel included in 165 page limit in the technical submission?	Question added by: Anonymous	12/3/2020 3:12 PM EST
A: No. Resumes should be forwarded as a separate file. Certifications should be captured in Appendix D, Personnel Summary Matrix.	Answered by: John Weikle	12/17/2020 3:43 PM EST
Subject = Assumptions	Public Thread	
Q: On the Jaggaer site, section 1.4 Cost states "...Do not include any assumption in your submittal. If you do, your proposal may be rejected." Is this specific to Appendix K Cost Submittal document?	Question added by: Anonymous	12/3/2020 3:12 PM EST
A: Yes. Offerors must exclude assumptions from Appendix K, Cost Submittal.	Answered by: John Weikle	12/17/2020 3:41 PM EST
Subject = General	Public Thread	
Q: Can you provide details on the evaluation team? Will it include evaluators form the CIO office, Administrative services and Agencies?	Question added by: Anonymous	12/3/2020 3:11 PM EST
A: No. The Commonwealth does not share information on the evaluation team.	Answered by: John Weikle	12/17/2020 3:39 PM EST

Subject = General**Public Thread**

Q: Can you clarify the scope of phase 2, is the Commonwealth preferred approach to perform a platform or technology selection for the CMS in phase 2 along with the design or would you prefer that the bidder includes a CMS technology solution as part of the proposal? If you are looking for a proposal that included technology do you have a preference? Multiple platforms can meet the stated requirements.

Question added by: Anonymous

12/3/2020 3:11 PM EST

A: The primary focus of this RFP is that the Commonwealth will be able to fully realize the goals of Customer Service Transformation, leveraging a CMS that complies with paragraph I, Proposed CMS for Phase 3. The Commonwealth has no preference. Offerors can propose any CMS tools however a strong support must be provided as well as a transition plan with thorough training for Commonwealth resources must be included

Answered by: John Weikle

12/21/2020 11:20 AM EST

Subject = Service Desk**Public Thread**

Q: Section O. Service Desk the RFP states "Single point of contact with Commonwealth users and technical staff to report incidents for the Public Web Presence service components provided by the Offeror..." Is the service desk intended to address incoming incidents from citizens or is this only for internally generated incidents?

Question added by: Anonymous

12/3/2020 3:09 PM EST

A: Internal only. Any exceptions will be handled if and when they occur.

Answered by: John Weikle

12/21/2020 11:19 AM EST

Subject = Security**Public Thread**

Q: What is the number of network security devices deployed in current environment to be supported by vendors?

Question added by: Anonymous

12/3/2020 3:09 PM EST

A: This information will be shared during the Transition Phase.

Answered by: John Weikle

12/21/2020 11:17 AM EST

Subject = Security**Public Thread**

Q: What is the Type of MFA supported (Certificate based, OTP, KBA's etc.)?

Question added by: Anonymous

12/3/2020 3:09 PM EST

A: The solution is required to employ 2 of the following authentication methods: • Something you know (e.g. PIN, password, shared information) • Something you possess (e.g. token, smart card, digital certificate) • Something you are (biometrics – e.g. fingerprint, voice, iris, face).

Answered by: John Weikle

12/21/2020 11:16 AM EST

Subject = Security**Public Thread**

Q: What are the Devices, servers and applications in scope for Multifactor Authentication?

Question added by: Anonymous

12/3/2020 3:09 PM EST

A: All applications and administrative portals / interfaces are in scope for MFA.

Answered by: John Weikle

12/21/2020 11:15 AM EST

Subject = Mobile Responsive Web**Public Thread**

Q: Can the Commonwealth please provide the following metrics? 1. Driver Record volumes (all 4 types), convenience fee for COPA and vendor share 2. Volumes of Driver Licenses renewed and address changes executed per year 3. All PennDOT over-the-counter transactions 4. Hunting/Fishing/Boating license sold per year, any convenience fee associated, and vendor share

Question added by: Anonymous

12/3/2020 3:08 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 11:14 AM EST

Subject = Mobile Responsive Web**Public Thread**

<p>Q: Does the Commonwealth have KPIs for forms submitted online? (percent submitted via mobile, performance, etc.) can they share them?</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 3:08 PM EST</p>
<p>A: This information is not available.</p>	<p>Answered by: John Weikle</p>	<p>12/21/2020 11:12 AM EST</p>

Subject = WordPress site Governance Plan **Public Thread**

<p>Q: Please confirm that commonwealth of PA already has a robust SharePoint and WordPress site Governance Plan in place and is out-of-scope for this migration project work.</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 3:07 PM EST</p>
<p>A: This is out of scope, but the Offeror needs to be compliant to what is in place and as defined in the RFP.</p>	<p>Answered by: John Weikle</p>	<p>12/21/2020 11:11 AM EST</p>

Subject = Archival /Cleanup **Public Thread**

<p>Q: "Has commonwealth of PA team identified any site/data for data archival/cleanup? If yes, Will the commonwealth of PA team plan for the necessary cleanup prior to the migration or would it be part of the migration effort?"</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 3:03 PM EST</p>
<p>A: At this time no, however this would be discussed during the planning phase.</p>	<p>Answered by: John Weikle</p>	<p>12/21/2020 11 09 AM EST</p>

Subject = Custom Workflows **Public Thread**

<p>Q: Do you make use of any custom Workflows? If yes, Do you make use of SharePoint Designer Workflows? Or any 3rd party workflow engine like Nintex?</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 3:01 PM EST</p>
<p>A: This information be provided during the planning/transition phase.</p>	<p>Answered by: John Weikle</p>	<p>12/21/2020 11 08 AM EST</p>

Subject = Data retention policies **Public Thread**

<p>Q: Are there any data retention policies which should be applied to the content being migrated?</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 3:01 PM EST</p>
<p>A: Yes, Records Management at the Commonwealth will need to be involved in the data retention policies implemented for the migrated content.</p>	<p>Answered by: John Weikle</p>	<p>12/21/2020 11 07 AM EST</p>

Subject = SharePoint content migration tool **Public Thread**

<p>Q: As of today, does commonwealth of PA use any SharePoint content migration tool inhouse (e.g. Sharegate, DocAve, etc.)? Does Commonwealth of PA team has any tool preference which must be used for content migration?</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 3:00 PM EST</p>
<p>A: The Commonwealth has license for ShareGate but it is for internal farm use.</p>	<p>Answered by: John Weikle</p>	<p>12/21/2020 11 05 AM EST</p>

Subject = 3rd party theme/layout software **Public Thread**

<p>Q: Does the current SharePoint sites make use of any 3rd party theme/layout software (e.g. Bindtunings, etc.) OR is custom solution used?</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 2:59 PM EST</p>
<p>A: This will be provided during the transition phase.</p>	<p>Answered by: John Weikle</p>	<p>12/21/2020 11 04 AM EST</p>

Subject = Number users - content authoring environment **Public Thread**

<p>Q: How many users will be using the SharePoint content authoring environment?</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 2:59 PM EST</p>
<p>A: Please refer to Appendix S, Inventory of Sites and Custom Applications. This contains the number of submissions however they are anonymous users.</p>	<p>Answered by: John Weikle</p>	<p>12/22/2020 9:34 AM EST</p>

Subject = Number of users **Public Thread**

<p>Q: How many users are currently using the sites?</p>	<p>Question added by: Anonymous</p>	<p>12/3/2020 2:58 PM EST</p>
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A: Please refer to Appendix S, Inventory of Sites and Custom Applications. This contains the number of submissions however they are anonymous users.	Answered by: John Weikle	12/21/2020 10 58 AM EST
Subject = Major update/installation/restore		Public Thread
Q: When was the last time any major update/installation/restore was performed in the current SharePoint 2013 Farm?	Question added by: Anonymous	12/3/2020 2:57 PM EST
A: This will be provided during the transition phase.	Answered by: John Weikle	12/21/2020 10 56 AM EST
Subject = Mobile Responsive Web		Public Thread
Q: As part of the 'Express Forms Metrics' that the Commonwealth collects does it also track how many forms were started but weren't submitted? can it share the data?	Question added by: Anonymous	12/3/2020 2:57 PM EST
A: This information is not available.	Answered by: John Weikle	12/21/2020 10 55 AM EST
Subject = SharePoint Online evaluated		Public Thread
Q: Has Commonwealth of PA evaluated SharePoint Online?	Question added by: Anonymous	12/3/2020 2:56 PM EST
A: The commonwealth of PA has an o365 tenant which utilizes SharePoint Online. This is not a viable solution for public facing sites as you cannot have anonymous users or vanity URLs. An On-Premises solution for SharePoint will be required.	Answered by: John Weikle	12/17/2020 3:35 PM EST
Subject = Size of SharePoint 2013 content		Public Thread
Q: What's the total size of the SharePoint 2013 content which needs to be migrated?	Question added by: Anonymous	12/3/2020 2:55 PM EST
A: 65 site collections, 3908 sites within the site collections.	Answered by: John Weikle	12/17/2020 3:34 PM EST
Subject = SharePoint 2013 Content DB		Public Thread
Q: How many SharePoint 2013 Content DBs exist in the current environment?	Question added by: Anonymous	12/3/2020 2:55 PM EST
A: Approximately 306 GB	Answered by: John Weikle	12/21/2020 10 54 AM EST
Subject = FedRamp certification		Public Thread
Q: Is FedRamp certification a must-have?	Question added by: Anonymous	12/3/2020 2:54 PM EST
A: Yes, FedRamp certification is required.	Answered by: John Weikle	12/17/2020 3:32 PM EST
Subject = Mobile Responsive Web		Public Thread
Q: Does the Commonwealth regularly test the mobile responsiveness of their web sites? and if so how?	Question added by: Anonymous	12/3/2020 2:54 PM EST
A: Digital Directors working with the current vendor test responsiveness with tools like Browserstack.	Answered by: John Weikle	12/21/2020 10 53 AM EST
Subject = Mobile Responsive Web		Public Thread
Q: How many of the Commonwealth websites are mobile responsive web sites today?	Question added by: Anonymous	12/3/2020 2:54 PM EST
A: Since SharePoint itself is responsive in design the sites hosted by the current vendor are responsive.	Answered by: John Weikle	12/21/2020 10 51 AM EST
Subject = Budget allocated		Public Thread
Q: Are you able to give a rough idea about the budget allocated for this?	Question added by: Anonymous	12/3/2020 2:54 PM EST
A: Information not available.	Answered by: John Weikle	12/17/2020 3:30 PM EST

Subject = Mobile Responsive Web	Public Thread	
Q: Does the Commonwealth maintain any data on the success or failure rate of mobile users to access Commonwealth websites/services? If so, can it share that data?	Question added by: Anonymous	12/3/2020 2:53 PM EST
A: This information is not available.	Answered by: John Weikle	12/21/2020 10:48 AM EST
Subject = Features/requirements	Public Thread	
Q: Are you OK with a number of features/requirements that is listed in the RFP being not out-of-the-box, and custom developed for the CMS platform that we will propose?	Question added by: Anonymous	12/3/2020 2:53 PM EST
A: The primary focus of this RFP is that the Commonwealth will be able to fully realize the goals of Customer Service Transformation, leveraging a CMS that complies with paragraph I, Proposed CMS for Phase 3. The commonwealth is ok with a CMS platform proposed that needs custom development however a strong support plan must be provided as well as a transition plan with thorough training for Commonwealth resources.	Answered by: John Weikle	12/17/2020 3:29 PM EST
Subject = Mobile Responsive Web	Public Thread	
Q: What is the minimum mobile platform requirements for mobile users?	Question added by: Anonymous	12/3/2020 2:53 PM EST
A: iOS, Android are required.	Answered by: John Weikle	12/21/2020 10:29 AM EST
Subject = Mobile Apps	Public Thread	
Q: Does the Commonwealth have KPIs related to their mobile app performance/store rating?	Question added by: Anonymous	12/3/2020 2:53 PM EST
A: This information is not available.	Answered by: John Weikle	12/21/2020 10:27 AM EST
Subject = Mobile Apps	Public Thread	
Q: Does the Commonwealth maintain analytics on their mobile apps? If so, can it share those analytics?	Question added by: Anonymous	12/3/2020 2:52 PM EST
A: This will have to be obtained from the current vendor during the transition phase.	Answered by: John Weikle	12/9/2020 3:42 PM EST
Subject = Mobile Apps	Public Thread	
Q: Does the Commonwealth own/have the source code for all the apps? Can the source code be shared?	Question added by: Anonymous	12/3/2020 2:52 PM EST
A: This will have to be obtained from the current vendor during the transition phase.	Answered by: John Weikle	12/9/2020 3:40 PM EST
Subject = Depth of design phase	Public Thread	
Q: If yes, how in-depth do you expect the design phase to be? i.e. is it a full on re-branding where new logos, new colors, themes, styles guides created – or is it going to be an effort to change the UI/UX of the website (page structure, layout, etc) with existing themes/style guides.	Question added by: Anonymous	12/3/2020 2:52 PM EST
A: Offeror can propose a change to the current UX/UI but within the style guidelines.	Answered by: John Weikle	12/21/2020 10:26 AM EST
Subject = PA.gov	Public Thread	

Q: Can the Commonwealth please provide the info related to PA.gov? Average number of visitors on the site per day
Number of transactions on the site per month
Number of integrations to cloud third party
Number of integrations to internal system
Number of marketing campaigns per month (email or otherwise)
Number of Product updates per month
Number of proportions created per month
Number of content updates per month
Number of releases carried out per month (Hotfix + planned changes)
Is there data base back up and resilience in place?
Is there an infrastructure and application monitoring tool in place?
Is the full infrastructure setup with HA?

Question added by: Anonymous

12/3/2020 2:52 PM EST

A: This information that can be provided is within the RFP.

Answered by: John Weikle

12/21/2020 10:25 AM EST

Subject = Migrate content as is or architecture phase

Public Thread

Q: Are you planning to migrate content as-is, or do you plan to go through an information architecture phase as well as a design phase?

Question added by: Anonymous

12/3/2020 2:51 PM EST

A: Migration will take place "as-is".

Answered by: John Weikle

12/17/2020 3:27 PM EST

Subject = Customer Applications

Public Thread

Q: Does the Commonwealth have a preference for custom applications to use Java, .NET, other, or no preference?

Question added by: Anonymous

12/3/2020 2:51 PM EST

A: While either technology is acceptable .Net is a more prevalent skill set throughout the Commonwealth.

Answered by: John Weikle

12/17/2020 3:26 PM EST

Subject = Feedback & Reporting

Public Thread

Q: Can you share samples from user feedback/surveys submitted on the current site?

Question added by: Anonymous

12/3/2020 2:51 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 10:24 AM EST

Subject = Integration points

Public Thread

Q: What are the various integration points for the current SharePoint and Wordpress solution?

Question added by: Anonymous

12/3/2020 2:50 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 10:23 AM EST

Subject = Integrations with external systems

Public Thread

Q: What integrations do the sites currently have with external systems?

Question added by: Anonymous

12/3/2020 2:50 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 10:22 AM EST

Subject = Management functionality

Public Thread

Q: Do you have account management functionality? If so, where is the userbase stored? i.e. is it part of the Sharepoint user base, or is it part of the WordPress

Question added by: Anonymous

12/3/2020 2:49 PM EST

A: Exchange Active Directory.

Answered by: John Weikle

12/21/2020 10:20 AM EST

Subject = Commerce functionality

Public Thread

Q: Do you have any specific commerce functionality on the current site? (outside of the ones already mentioned)

Question added by: Anonymous

12/3/2020 2:49 PM EST

A: No.

Answered by: John Weikle

12/21/2020 10:19 AM EST

Subject = Express Forms

Public Thread

Q: Express Forms: a. Where is the data for the express forms stored? b. How do the appropriate people access it? c. Is there analytics/reports being run on them? d. What is the technology stack behind this, and how does it integrate into the Sharepoint and WordPress sites

Question added by: Anonymous

12/3/2020 2:48 PM EST

A: This information is not available.

Answered by: John Weikle

12/21/2020 10:18 AM EST

Subject = Customer Service

Public Thread

Q: How are customer service requests categorized for reporting's today? E.g., basic application support, customer service, payment support, billing, customer accounts. Is this organized in aggregate or by agency?

Question added by: Anonymous

12/3/2020 2:48 PM EST

A: The following are the 4 categories: Agencies Business Customers Citizen Inquires Wholesalers

Answered by: John Weikle

12/22/2020 12 56 PM EST

Subject = Customer Service

Public Thread

Q: What are the customer service volumes including number of calls per month and average call duration?

Question added by: Anonymous

12/3/2020 2:48 PM EST

A: Page 7 of Appendix W states "an average of 110 monthly calls from agencies". The average call duration is not available.

Answered by: John Weikle

12/21/2020 10:16 AM EST

Subject = Content Editors

Public Thread

Q: Do the current content editors only edit content, or do they also do HTML, and/or CSS, JS, graphic design?

Question added by: Anonymous

12/3/2020 2:47 PM EST

A: Current editors edit content while others edit content and do HTML/CSS, graphic design etc.

Answered by: John Weikle

12/17/2020 3:23 PM EST

Subject = Technology

Public Thread

Q: Does the offeror need to bring technology to support help desk services?

Question added by: Anonymous

12/3/2020 2:47 PM EST

A: No.

Answered by: John Weikle

12/21/2020 10:12 AM EST

Subject = Plugins

Public Thread

Q: Are any of the plugins in your current WordPress solution custom built? If so, do you have the source code for them?

Question added by: Anonymous

12/3/2020 2:47 PM EST

A: What was provided in the RFP is the information we have.

Answered by: John Weikle

12/17/2020 3:21 PM EST

Subject = Traffic Statistics

Public Thread

Q: Can you share traffic statistics for all your websites (either combined or individual)? We did see stats for pa.gov and governor.pa.gov, however, we are requesting the stats for all the other websites as well.

Question added by: Anonymous

12/3/2020 2:46 PM EST

A: The statistics available are within the RFP.

Answered by: John Weikle

12/21/2020 10:11 AM EST

Subject = Content Authors

Public Thread

Q: How many content authors are there currently across the Commonwealth?

Question added by: Anonymous

12/3/2020 2:45 PM EST

A: About 2,100.

Answered by: John Weikle

12/21/2020 10:10 AM EST

Subject = Cloud Hosting Provider

Public Thread

Q: It's mentioned in the RFP that the WordPress sites are distributed over East and West as part of IaaS and PaaS – who is the cloud hosting provider? (i.e. Azure, AWS, private)

Question added by: Anonymous

12/3/2020 2:45 PM EST

A: Cloud hosting through the current vendor is provided by a combination of Azure and AWS. WordPress is deployed in East and West for redundancy.

Answered by: John Weikle

12/22/2020 12:38 PM EST

Subject = Payment Processor

Public Thread

Q: Can the vendor use the existing payment processor for the Commonwealth?

Question added by: Anonymous

12/3/2020 2:44 PM EST

A: Payeezy is the Commonwealth Payment processor and should be used by the Offeror as outlined in the RFP.

Answered by: John Weikle

12/21/2020 10 08 AM EST

Subject = 3rd Party Advisors

Public Thread

Q: Has the Commonwealth hired a third-party advisor or sourcing advisor to assist?

Question added by: Anonymous

12/3/2020 2:44 PM EST

A: No.

Answered by: John Weikle

12/21/2020 10 06 AM EST

Subject = General

Public Thread

Q: Is the incumbent participating in revenue sharing or invoicing for costs incurred?

Question added by: Anonymous

12/3/2020 2:44 PM EST

A: This is irrelevant to this RFP.

Answered by: John Weikle

12/21/2020 10 05 AM EST

Subject = General

Public Thread

Q: How is the incumbent vendor cost recovering in the current business arrangement?

Question added by: Anonymous

12/3/2020 2:44 PM EST

A: This is irrelevant to this RFP.

Answered by: John Weikle

12/21/2020 10 04 AM EST

Subject = Stay on-prem

Public Thread

Q: Is there a requirement to stay on-prem? Has Commonwealth of PA evaluated SharePoint Online based solution for the content management piece?

Question added by: Anonymous

12/3/2020 2:44 PM EST

A: We envision having multiple options presented with the best way to host. This could include on-premise cloud or hybrid. Question on SP Online

Answered by: John Weikle

12/4/2020 1:30 PM EST

Subject = Infrastructure

Public Thread

Q: Who manages the infrastructure upkeep (patches, maintenance, etc.)?

Question added by: Anonymous

12/3/2020 2:43 PM EST

A: The current incumbent performs these duties

Answered by: John Weikle

12/17/2020 3:20 PM EST

Subject = Additional Services

Public Thread

Q: Are there additional agency services the Commonwealth would like to migrate to the PA PWP?

Question added by: Anonymous

12/3/2020 2:43 PM EST

A: No.

Answered by: John Weikle

12/21/2020 10 02 AM EST

Subject = Annual Transaction Revenue

Public Thread

Q: What is the annual transaction revenue for the existing sites by agencies and transaction types?

Question added by: Anonymous

12/3/2020 2:43 PM EST

A: This will be covered during the Planning Phase.

Answered by: John Weikle

12/21/2020 10 01 AM EST

Subject = Content Management

Public Thread

Q: What is the Commonwealth's current Taxonomy and tagging nomenclature?

Question added by: Anonymous

12/3/2020 2:38 PM EST

A: This would be outlined in the design standards.

Answered by: John Weikle

12/21/2020 10 00 AM EST

Subject = Transformation - Audit

Public Thread

Q: Are you able to provide a list of drivers to web traffic (organic and paid)?	Question added by: Anonymous	12/3/2020 2:38 PM EST
A: No.	Answered by: John Weikle	12/21/2020 9:59 AM EST
Subject = Transformation - Audit		Public Thread
Q: Are you able to provide web traffic detail by agency and/or specific pages?	Question added by: Anonymous	12/3/2020 2:37 PM EST
A: Please review the data provided in the RFP.	Answered by: John Weikle	12/21/2020 9:57 AM EST
Subject = General		Public Thread
Q: Are you able to grant supplier with view-only access to the existing source code (no customer data) so that we evaluate the state of custom development?	Question added by: Anonymous	12/3/2020 2:31 PM EST
A: This will be covered during the Transition Phase.	Answered by: John Weikle	12/21/2020 9:55 AM EST
Subject = General		Public Thread
Q: Could you please clarify the difference between questions "1.1.18 List significant business relationships, alliances, or partnerships with technology vendors in your solution organization that you consider strategic" and "1.3.7 Briefly describe top three vendor partnerships"?	Question added by: Anonymous	12/3/2020 2:31 PM EST
A: N/A. These questions do not appear in the PWP RFP.	Answered by: John Weikle	12/21/2020 9:50 AM EST
Subject = General		Public Thread
Q: Could you please provide the WordPress & Version for the websites in scope?	Question added by: Anonymous	12/3/2020 2:30 PM EST
A: WordPress version 5.5.3	Answered by: John Weikle	12/21/2020 9:47 AM EST
Subject = Point of Contact		Public Thread
Q: How is the internal team that would interface with supplier? Will we work with a single point of contact (i.e. ecommerce director) or a cross-functional marketing/business and IT team?	Question added by: Anonymous	12/3/2020 2:29 PM EST
A: ESO will run the contract but the team will be Cross functional.	Answered by: John Weikle	12/21/2020 9:45 AM EST
Subject = Product Roadmap		Public Thread
Q: Please list desired enhancements/new features (Product roadmap, Critical product backlog) over the next 3-6 months.	Question added by: Anonymous	12/3/2020 2:28 PM EST
A: We anticipate the first 3-6 months of the new contract will be focused on migrations and related enhancements.	Answered by: John Weikle	12/21/2020 9:44 AM EST
Subject = Platform Issues		Public Thread
Q: Please share high priority issues with the current systems. These could range from broken functionality to time-consuming business processes.	Question added by: Anonymous	12/3/2020 2:28 PM EST
A: This information is not available.	Answered by: John Weikle	12/21/2020 9:43 AM EST
Subject = Roadmap		Public Thread
Q: Please share development roadmap and business priorities if already defined.	Question added by: Anonymous	12/3/2020 2:27 PM EST
A: This information is not available.	Answered by: John Weikle	12/21/2020 9:41 AM EST
Subject = Experience Design		Public Thread

Q: What role are other Pennsylvania government agencies expected to play in this process? Will they play an active role in both this engagement and the ongoing run of the new experience?

Question added by: Anonymous 12/3/2020 2:26 PM EST

A: Agency staff, including but not limited to, digital directors, business owners for high-impact service providers, and directors of transformation will be partners in the engagement and ongoing run of the new experience.

Answered by: John Weikle 12/21/2020 9:40 AM EST

Subject = Experience Design **Public Thread**

Q: Have you performed any type of audit of all of your digital properties, possibility resulting in an architecture or map of the current digital experience?

Question added by: Anonymous 12/3/2020 2:25 PM EST

A: No.

Answered by: John Weikle 12/21/2020 9:39 AM EST

Subject = Experience Design **Public Thread**

Q: Have you performed any type of analysis of your current user base, resulting in the definition of target personas or segments?

Question added by: Anonymous 12/3/2020 2:25 PM EST

A: No.

Answered by: John Weikle 12/21/2020 9:38 AM EST

Subject = Infrastructure Data **Public Thread**

Q: Who maintains the master payer account for the Amazon Web Services contract?

Question added by: Anonymous 12/3/2020 2:24 PM EST

A: The current vendor maintains the master payer account.

Answered by: John Weikle 12/21/2020 9:37 AM EST

Subject = Infrastructure Data **Public Thread**

Q: Tools- please share the infrastructure monitoring and management tools used currently. Can they be leveraged/extended to the MSP?

Question added by: Anonymous 12/3/2020 2:24 PM EST

A: This information is not available.

Answered by: John Weikle 12/21/2020 9:36 AM EST

Subject = Infrastructure Data **Public Thread**

Q: Service Desk- 1. Please share the call flow/architecture of existing Service Desk team 2. What languages are supported by Service Desk agents 3. How many agencies are supported? 4. Which ITSM tool is used for ticketing? Can it with extended to the MSP? 5. What are the current SLAs in place?

Question added by: Anonymous 12/3/2020 2:22 PM EST

A: 1) The service desk team uses a standard workflow. Users or customers submit requests via email, generating the creation of a ticket. Tickets are managed by the service desk team and escalated as needed. 2) At this time English only. 3) The Service desk is internal to the commonwealth and services the commonwealth agencies. 4) Service Now. 5) This information is not available, however SLA required for this engagement are documented on page 41 however generally speaking defined SLA have been met by the previous vendor.

Answered by: John Weikle 12/28/2020 9:02 AM EST

Subject = Infrastructure Data **Public Thread**

Q: Please share the volumetric for: 1. Storage- TB 2. Back-up- TB 3. Database- Instances 4. Network- routers, switches, load balancers, firewalls, VPN, etc.

Question added by: Anonymous 12/3/2020 2:21 PM EST

A: The information on the infrastructure is listed within the RFP.

Answered by: John Weikle 12/21/2020 9:34 AM EST

Subject = Inventory of Sites and Custom Applications **Public Thread**

Q: Please clarify how to interpret the Site Count info provided for each URL in Appendix S Inventory of Sites and Custom applications? Is the number of sub sites under given URL? Or d they map to number of document folders organized in the site?

Question added by: Anonymous

12/3/2020 2:20 PM EST

A: The information available is what has been provided in the RFP.

Answered by: John Weikle

12/21/2020 9:33 AM EST

Subject = Transformation Data

Public Thread

Q: Can the Commonwealth provide additional information for the Inventory of Sites & Applications to include the following? 1. Logical System Architecture showing all layers and interfacing systems 2. Number of integrations (DAM, Backend Systems, Social, etc.) 3. Authentication and authorization mechanism (type of integration with IAM) 4. Document Management (Number of documents and system of storage) 5. List of content types 6. Number of unique templates (simple, medium, complex) 7. Number of components (simple, medium, complex) (Interactive vs Transactional) 8. Number of forms, forums, blogs

Question added by: Anonymous

12/3/2020 2:20 PM EST

A: The information available is what has been provided in the RFP.

Answered by: John Weikle

12/21/2020 9:32 AM EST

Subject = Digital Asset Management

Public Thread

Q: How does the Commonwealth currently do digital asset management?

Question added by: Anonymous

12/3/2020 2:19 PM EST

A: Digital Directors have the flexibility to manage their assets under the umbrella of the universal design standards.

Answered by: John Weikle

12/21/2020 9:29 AM EST

Subject = Inventory of Sites and Custom Applications

Public Thread

Q: Can the Commonwealth provide additional information for the Inventory of Sites & Applications to include the following? 1. Type of site of application - Consumer facing or internal audience 2. Number of users - unique logins 3. Number of tickets at L1 Help desk - Call volumes and Tickets L2 Troubleshooting & Triaging - subset of tickets at L1 that get escalated to L2 L3 Code/Configuration changes - subset of L2 that get escalated to L3 and are resolved as code changes 4. Backlog of enhancements or monthly number of minor enhancements (i.e. < 40 hours each) 5. Backlog of small projects - how many are in flight? 6. Number of monthly service requests (ad-hoc requests for research, reporting, MOB etc.) 7. Number integrations 8. Number of Full Time Employees (FTEs) supporting the site 9. Number of logical environments - development, testing, quality and assurance, production - this could be for a group of applications where applicable 10. Criticality of the Site

Question added by: Anonymous

12/3/2020 2:19 PM EST

A: The information available is what has been provided in the RFP.

Answered by: John Weikle

12/21/2020 9:28 AM EST

Subject = Performance Testing

Public Thread

Q: What is the current Performance Testing set up including tools? Will the new vendor have access to this setup?

Question added by: Anonymous

12/3/2020 2:18 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/17/2020 3:17 PM EST

Subject = Test Cases

Public Thread

Q: How many Test Cases are there in the current Test Suite across all the in-scope websites? What is your current Test Automation tool?

Question added by: Anonymous

12/3/2020 2:18 PM EST

A: There is no current Test automation tool.

Answered by: John Weikle

12/17/2020 3:16 PM EST

Subject = Test Suite		Public Thread
Q: Will we have access to the current Test Suite for Regression Testing after Lift & Shift? Or is the new Vendor expected to create a new test suite for all the sites?	Question added by: Anonymous	12/3/2020 2:17 PM EST
A: This will be covered during the Transition Phase.	Answered by: John Weikle	12/17/2020 3:14 PM EST
Subject = Test Logins		Public Thread
Q: Would it be possible to get test logins for all the sites that have an authenticated experience?	Question added by: Anonymous	12/3/2020 2:17 PM EST
A: No.	Answered by: John Weikle	12/17/2020 3:12 PM EST
Subject = Service Management Toolset		Public Thread
Q: What is the Service Management toolset (e.g. Service Now, Remedy, Jira)? Do you expect the SI to bring their own toolset?	Question added by: Anonymous	12/3/2020 2:17 PM EST
A: Service Now is the current Service Management Tool. The Offeror would make use of this tool.	Answered by: John Weikle	12/17/2020 3:11 PM EST
Subject = SLAs		Public Thread
Q: What are the current SLAs? Can you share SLA reports showing how well they are being met today?	Question added by: Anonymous	12/3/2020 2:15 PM EST
A: This information is not available, however SLA required for this engagement are documented on page 41 however generally speaking defined SLA have been met by the previous vendor.	Answered by: John Weikle	12/21/2020 9:24 AM EST
Subject = Tools		Public Thread
Q: What application monitoring tools are being used to monitor site availability?	Question added by: Anonymous	12/3/2020 2:15 PM EST
A: This information is not available. The Offeror can select monitoring tools.	Answered by: John Weikle	12/17/2020 3:09 PM EST
Subject = Transformation Data		Public Thread
Q: How many authoring workflows will the system support?	Question added by: Anonymous	12/3/2020 2:14 PM EST
A: The system should be able to support up to the formal limits designated by Microsoft for workflows (https://docs.microsoft.com/en-us/sharepoint/install/softw are-boundaries-and-limits)	Answered by: John Weikle	12/21/2020 9:23 AM EST
Subject = Transformation Data		Public Thread
Q: Is the information architecture (page content taxonomy, content tagging), in scope for redesign?	Question added by: Anonymous	12/3/2020 2:14 PM EST
A: Yes the Offeror will work closely with the Digital directors on content taxonomy, tagging etc.	Answered by: John Weikle	12/17/2020 3:05 PM EST
Subject = Timing for Introduction of New Technology		Public Thread
Q: Is there an expectation to introduce net new technology architecture components in Phase 2? As an example, the Language Access section (R) of Technical Submittal states that Offeror shall provide options to support chatbots or virtual assistants.	Question added by: Anonymous	12/3/2020 2:13 PM EST
A: Page 44 outlines what is required for Phase II (Assessment and planning). Page 35 covers what option/solutions should be provided by the Offeror as it pertains to Language Access.	Answered by: John Weikle	12/17/2020 3:02 PM EST
Subject = Language Access		Public Thread

Q: Is the requirement to provide content for specified frequently encountered languages applicable for all sites, applications and content, or limited to specific areas? Is there a policy that we can review the specifies what content should receive human translation vs machine translation?

Question added by: Anonymous

12/3/2020 2:02 PM EST

A: The requirements are tied to Executive Order 13166 that prohibits recipients of federal financial assistance from discriminating based on national origin by failing to provide meaningful access to individuals with limited English proficiency. Additional information can be found on lep.gov. Each commonwealth agency has or will have its own language access plan.

Answered by: John Weikle

12/21/2020 9:21 AM EST

Subject = Linking Business Providers

Public Thread

Q: Please provide more clarity or an example use case for the CMS requirement to "link business providers to citizen profiles"

Question added by: Anonymous

12/3/2020 2:02 PM EST

A: Citizens should be able to customize their profile in the CMS to have access to the commonwealth service they are interested in.

Answered by: John Weikle

12/21/2020 9:20 AM EST

Subject = Page Limit

Public Thread

Q: Would the Commonwealth consider removing/increasing the page limit for the technical submittal response?

Question added by: Anonymous

12/3/2020 2:01 PM EST

A: No.

Answered by: John Weikle

12/17/2020 3:00 PM EST

Subject = CISO Function

Public Thread

Q: Accenture is assuming that it will not need to provide a CISO as an outsourced role during Phases I, II, or III of servicing the PWP, and that the Commonwealth will retain this responsibility. Can the Commonwealth confirm this assumption?

Question added by: Anonymous

12/3/2020 2:00 PM EST

A: Correct, we are not seeking a CISO as an outsourced role. The Offeror shall provide contact information for an information security officer who is responsible for all security matters related to the Commonwealth account.

Answered by: John Weikle

12/17/2020 2:58 PM EST

Subject = Privileged Access Management

Public Thread

Q: Can the Commonwealth provide any documentation in the PAM space describing current standards and/or future requirements for: a. Credential Vaulting b. Password Rotation c. Enrollment of applications/users into the PAM system. d. Session Recording e. DevOps integration

Question added by: Anonymous

12/3/2020 1:57 PM EST

A: No. This can be discussed further during the transition phase.

Answered by: John Weikle

12/21/2020 9:17 AM EST

Subject = Privileged Access Management

Public Thread

Q: What Privileged Access Management Platform (PAM) does the Commonwealth use today for control of highly privileged accounts used to managed the PWP?

Question added by: Anonymous

12/3/2020 1:56 PM EST

A: Exchange Active Directory

Answered by: John Weikle

12/21/2020 9:16 AM EST

Subject = User credential/transaction analytics

Public Thread

Q: The RFP states that "Analytics and reports on all workflows should be readily accessible by defined power users and Agency Information Security Officers (ISOs)"
a. Can the Commonwealth provide a high-level example of the types of identity information that are required in such reports?

Question added by: Anonymous

12/3/2020 1:56 PM EST

A: This is currently not available.

Answered by: John Weikle

12/21/2020 9:15 AM EST

Subject = User Profile Encryption and transfer requirements**Public Thread**

Q: The RFP States that "The public facing applications shall convey a true sense of security and privacy to Customers. Customers will, at times, transfer private and personal information through the Internet by means of the Commonwealth's public facing services. The public facing applications must be designed to protect this personal and private information. For Customers who cannot see the behind the scenes efforts to protect data, the public facing applications shall be designed to communicate the level of privacy and security that is being used. The Offeror shall describe its security approach per the requirements outlined in V. S. Security Components and V. T. Security Policies." a. Are there any specific requirements that the Commonwealth has for the transfer of private and personal identity profile information within the PWP applications or to outside Commonwealth systems? We are assuming that encryption in-transit and at rest is the requirement. Are there requirements outside of this that are relevant here?

Question added by: Anonymous

12/3/2020 1:49 PM EST

A: No. There are no other requirements.

Answered by: John Weikle

12/21/2020 9:13 AM EST

Subject = Inventory of Sites and Custom Applications**Public Thread**

Q: If there are applications that do not / cannot use Keystone Login today, can the Commonwealth provide a rough breakdown on the percentage of applications that utilize the following methods for user authentication ? : a. Database b. LDAP c. Federated d. HTTP-Header based e. other / custom

Question added by: Anonymous

12/3/2020 1:48 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle

12/21/2020 9:12 AM EST

Subject = Keystone Login**Public Thread**

Q: How does the Keystone Login system manage Self Service Password Reset today, and if there are PWP services not utilizing Keystone Login, how are password resets handled in those systems?

Question added by: Anonymous

12/3/2020 1:45 PM EST

A: Users self-service for Keystone Login is available here <https://keystonelogin.pa.gov/Account/Login> Other sites not using Keystone Login have various methodologies for initiating password resets (via email etc). Note : Applications outside offeror's jurisdiction are outside the scope of this effort

Answered by: John Weikle

12/17/2020 2:52 PM EST

Subject = Keystone Login**Public Thread**

Q: The RFP states that "User authentication and authorization. The Offeror shall align with Customer Service Transformation (CST) single sign-in principles, including integration with and the use of Keystone Login, the associated directories for business partners and citizens, and established identity verification services where appropriate." a. Is there a detailed Keystone Login architecture and capabilities document available and can it be provided to offerors prior to submission? b. Is Keystone Login a fully customized system or does it rely on an off-the-shelf commercial system in whole or in part? c. Does Keystone login currently support all PWP service areas, or are there a mixture of login platforms across the various PwP services? d. Is the Keystone Login facility to be maintained as a part of the PWP in Phase II and Phase III of the project?

Question added by: Anonymous

12/3/2020 1:45 PM EST

A: More information on Keystone Login can be found at <http://keystonelogin.pa.gov> and <http://keystonelogindevelopers.pa.gov/>

Answered by: John Weikle

12/9/2020 3:33 PM EST

Subject = Current Access Management Solution Capabilities**Public Thread**

Q: What sources of information does the Commonwealth use today for identity proofing and are there specific requirements for using particular sources in Phases II and III of the transformation?

Question added by: Anonymous

12/3/2020 1:44 PM EST

A: Access management is provided by Keystone Login (authentication). More information on Keystone Login can be found at <http://keystonelogin.pa.gov> and <http://keystonelogindevelopers.pa.gov/>

Answered by: John Weikle

12/9/2020 3:31 PM EST

Subject = Transaction Authentication

Public Thread

Q: What Access Management solution/platform is used to secure access by citizens upon login, and what are the minimum capabilities required for conducting a transaction as a citizen? a. User ID/password? b. Multifactor authentication? c. ID Proofing? d. Consent? e. Other?

Question added by: Anonymous

12/3/2020 1:44 PM EST

A: Access management is provided by Keystone Login (authentication). More information on Keystone Login can be found at <http://keystonelogin.pa.gov> and <http://keystonelogindevelopers.pa.gov/>

Answered by: John Weikle

12/9/2020 3:29 PM EST

Subject = Current User Security/Privacy Status

Public Thread

Q: Are there specific goals or functionalities that the State has around strengthening end-user security and privacy that are deficient in the current solution or are commonly exposed to certain types of attack based on the services provided by the PWP?

Question added by: Anonymous

12/3/2020 1:43 PM EST

A: Offeror is not responsible for end user authentication. That is provided by Keystone Login. All other potential areas of concern with security will be addressed with successful offeror.

Answered by: John Weikle

12/21/2020 9:09 AM EST

Subject = Cloud Hosting

Public Thread

Q: In Phases 2 and 3 of the project, is it acceptable to recommend as one of the hosting possibilities a hybrid that could leverage a public cloud as a third party, such as Azure, GCP, AWS?

Question added by: Anonymous

12/3/2020 1:42 PM EST

A: We envision having multiple options presented with the best way to host. This could include on-premise cloud or hybrid.

Answered by: John Weikle

12/9/2020 3:27 PM EST

Subject = Cloud Hosting

Public Thread

Q: Is the current PWP hosted (in part or whole) on a public cloud infrastructure such as AWS, Azure, or GCP? Or is there a hybrid arrangement in place when it comes to hosting, and if so, what components are hosted on Commonwealth of PA infrastructure, and what components are hosted on a public or private cloud infrastructure?

Question added by: Anonymous

12/3/2020 1:42 PM EST

A: Existing portal is fully hosted by the current provider.

Answered by: John Weikle

12/9/2020 3:25 PM EST

Subject = Directory / User Stores

Public Thread

Q: Approximately how many users are stored in the directory/database platforms above in order to provide PWP services?

Question added by: Anonymous

12/3/2020 1:42 PM EST

A: Not relevant for this engagement.

Answered by: John Weikle

12/21/2020 9:07 AM EST

Subject = Directory / User Stores

Public Thread

Q: What attributes are used as mapping data in the directories or databases above to provide a unified customer view across the PWP services? (e.g., Driver's License Number, SSN, Custom Commonwealth ID, etc.)

Question added by: Anonymous

12/3/2020 1:41 PM EST

A: Citizen must self-declare their account. NOTE - Mapping accounts across applications that are not under the offeror's jurisdiction is out of scope. Answered by: John Weikle 12/21/2020 9:06 AM EST

Subject = Directory / User Stores **Public Thread**

Q: What platform are used to house the citizen, business partner, and Commonwealth worker digital identities (i.e., AD, MS SQL Database, other directory, etc.?) Question added by: Anonymous 12/3/2020 1:40 PM EST

A: Active Directory and SQL Server Database accessed by a multi-tier solution. Answered by: John Weikle 12/17/2020 2:49 PM EST

Subject = User Lifecycle Management **Public Thread**

Q: Is there a document that describes the most common scenarios for Commonwealth PWP users from a joiner/mover/leaver perspective? In other words, how do users typically "join" from the perspective of using the PWP, how are various services turned on or turned off for users in response to user lifecycle events, and how are users inactivated in response to lifecycle events? Question added by: Anonymous 12/3/2020 1:40 PM EST

A: There is no User Lifecycle Management for PWP at this time. Answered by: John Weikle 12/21/2020 9:04 AM EST

Subject = User Lifecycle Management **Public Thread**

Q: How does a user (citizen, business partner, Commonwealth user, etc.) register for access to the PWP and establish a Keystone Login, and what attributes are required? Question added by: Anonymous 12/3/2020 1:40 PM EST

A: Please visit <https://keystonelogin.pa.gov/> for more information on Keystone Login Answered by: John Weikle 12/9/2020 3:23 PM EST

Subject = User Lifecycle Management **Public Thread**

Q: What system is used today for User Lifecycle Management (Joiner/Mover/Leaver) functionality? Question added by: Anonymous 12/3/2020 1:39 PM EST

A: There is no User Lifecycle Management for PWP at this time Answered by: John Weikle 12/21/2020 9:02 AM EST

Subject = User ID Provisioning **Public Thread**

Q: How are citizens, business partners, and Commonwealth workers provided with an ID in the existing systems today, and is it a unified id (i.e., across all Commonwealth systems in scope), or an ID per service accessed? Question added by: Anonymous 12/3/2020 1:39 PM EST

A: Citizens can obtain a Keystone Login Account at keystone.pa.gov. For business partners there is no central portal, it would depend on the business they are conducting with each agency as to what website they are directed to. Commonwealth employees are issued a CWOPA username upon their start date with the Commonwealth. Answered by: John Weikle 12/9/2020 3:18 PM EST

Subject = SDB and VBE Requirements **Public Thread**

Q: Do the SDB and VBE requirements apply to all phases? Question added by: Anonymous 12/3/2020 12:37 PM EST

A: SDB and VBE Participation Goals are applicable for the full contract term as noted in the Description item # 26. Term of Contract. The term of the contract will commence on the Effective Date and will end four (4) years with two (2) optional one (1) year renewals. Answered by: John Weikle 12/4/2020 1:25 PM EST

Subject = Service Desk **Public Thread**

Q: For Service Desk, is the expectation that this service be provided 24x7 for 365 days a week or is this only during suggested customer service times during certain days of the week?

Question added by: Anonymous 12/3/2020 12:32 PM EST

A: The expectation is during customer service times during the work week.

Answered by: John Weikle 12/9/2020 3:13 PM EST

Subject = Redundancy **Public Thread**

Q: Based on primary and secondary DC setup it sounds like you have redundancy. Can you please clarify what kind of DR setup you may have in place and if there is an expectation from us for the same?

Question added by: Anonymous 12/3/2020 12:31 PM EST

A: Current infrastructure had a main data center and the ability to roll over to a redundant center to maintain SLA performance.

Answered by: John Weikle 12/9/2020 3:11 PM EST

Subject = App Development **Public Thread**

Q: For application development maintenance, can you please confirm if there are any mobile apps that we need to maintain in scope?

Question added by: Anonymous 12/3/2020 12:29 PM EST

A: This will have to be obtained from the current vendor during the transition phase.

Answered by: John Weikle 12/9/2020 3:10 PM EST

Subject = Content **Public Thread**

Q: For content strategy, especially relating to taxonomy , metadata et al, do you already have a set of standards that need to be adhered to or are you open to suggestions from the partner for the related set of work?

Question added by: Anonymous 12/3/2020 12:27 PM EST

A: Offerors can provide suggestions related to this.

Answered by: John Weikle 12/9/2020 3:08 PM EST

Subject = CMS **Public Thread**

Q: For the CMS is there an expectation to manage User Generated Content for CMS and if so what kind of tentative traffic we should we expect?

Question added by: Anonymous 12/3/2020 12:26 PM EST

A: Please refer to Appendix W – current state.

Answered by: John Weikle 12/9/2020 3:06 PM EST

Subject = Digital Asset Management **Public Thread**

Q: Regarding Digital Asset management, can you provide us a rough scale of the size of the current data that is expected to be maintained and how much do you foresee this growing in the future?

Question added by: Anonymous 12/3/2020 12:24 PM EST

A: This will be covered during the assessment phase.

Answered by: John Weikle 12/9/2020 3:04 PM EST

Subject = Content **Public Thread**

Q: In phase three, you have provided the option to choose a CMS that fits the criteria. Do you already have a content strategy in place and do you expect items like content authoring to be covered by the Commonwealth or is the expectation that the vendors will be providing the necessary content strategists and content authors?

Question added by: Anonymous 12/3/2020 12:23 PM EST

A: Content authoring covered by the Commonwealth. The Offeror would be expected to aid in the strategy by providing analytics and demographic data.

Answered by: John Weikle 12/9/2020 3:03 PM EST

Subject = Monitoring **Public Thread**

Q: Is there some kind of monitoring already in place for the integrations between internal systems in place?

Question added by: Anonymous 12/3/2020 12:21 PM EST

A: This will be covered during the Transition Phase.

Answered by: John Weikle 12/9/2020 3:01 PM EST

Subject = Privacy **Public Thread**

Q: We understand the need to safeguard privacy and personal information. Can you clarify what kinds of PII data and if there is any specific standards applicable for PA state like GDPR or CCPA ?

Question added by: Anonymous

12/3/2020 12:20 PM EST

A: PII data may include, but is not limited to, name, address, email address, social security number, telephone number and driver's license information. (see also response to question #25). Various Commonwealth Information Technology Policies apply, as may various state (PA) and federal laws to include, but not limited to, Pennsylvania Privacy of Social Security Numbers Act, the Driver's Privacy Protection Act of 1994, etc.

Answered by: John Weikle

12/28/2020 9:00 AM EST

Subject = Data Management

Public Thread

Q: Do you have an existing enterprise integration platform to design & build APIs, manage orchestration?

Question added by: Anonymous

12/3/2020 12:18 PM EST

A: No. An API Management platform does not currently exist at an enterprise level within the Commonwealth. It is on a future deployment roadmap.

Answered by: John Weikle

12/17/2020 2:45 PM EST

Subject = Data Management

Public Thread

Q: Do you have an enterprise platform to store and manage customer data e.g. Master Data Management & resolve discrepancies?

Question added by: Anonymous

12/3/2020 12:18 PM EST

A: No. A Master Data Management (MDM) platform does not currently exist at an enterprise level within the Commonwealth. It is on a future deployment roadmap.

Answered by: John Weikle

12/17/2020 2:44 PM EST

Subject = Data Management

Public Thread

Q: Can you please share current state for workflow management, do you have a vendor/platform for workflow management?

Question added by: Anonymous

12/3/2020 12:17 PM EST

A: We would like to utilize the workflow management solution within the SharePoint platform to create approval, status, notification, automation, and/or custom workflows. Currently, there isn't any widespread creation or use of workflows within the SharePoint platform.

Answered by: John Weikle

12/17/2020 2:42 PM EST

Subject = Language Translation

Public Thread

Q: Which components of the solution will need language translations? We assume their are different tiers of language availability required for different aspects of the solution (i.e., public web presence will have X language translations, Internal users will have X language translations). What is the process for authorizing language translations, or should they be automatically rendered based on the Tier of language translations?

Question added by: Anonymous

12/3/2020 12:16 PM EST

A: The commonwealth currently uses machine translation on the public web presence. We are looking for options that will improve quality and efficiency of language translation of content that is determined to be vital as outlined in agency language access plans.

Answered by: John Weikle

12/21/2020 9:00 AM EST

Subject = Express Forms Metrics

Public Thread

Q: How often do these forms change? Can a rough high-level estimate of the Complexity of each form also be provided (i.e., High / Medium / Low with definitions of the complexity)?

Question added by: Anonymous

12/3/2020 12:16 PM EST

A: The forms are very simple and do not change often. They are very low level in complexity.

Answered by: John Weikle

12/9/2020 2:59 PM EST

Subject = Custom Applications & Metrics

Public Thread

Q: Can the state provide technical specifications for each of the Components identified in Column 5?

Question added by: Anonymous

12/3/2020 12:15 PM EST

A: This will be discussed during the Transition Phase. Answered by: John Weikle 12/17/2020 2:38 PM EST

Subject = Design Principles & Requirements #6: Single Phone **Public Thread**

Q: What is your current telephony provider and software technology stack? Which Services are available from that provider? Do you have redundant telephony infrastructure and connectivity in the event of single failures? Question added by: Anonymous 12/3/2020 12:14 PM EST

A: Our current contact center provider is Genesys and our unified communications provider is Verizon. Both suppliers provide redundant voice service. For an outline of services provided under each contract please review the links below: Verizon
<http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400017601> Genesys
<http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400015717> Answered by: John Weikle 12/9/2020 2:56 PM EST

Subject = Design Principles & Requirements #5: Continuous Im **Public Thread**

Q: Does the State already have a feedback tool? How many feedback surveys will be solicited annually? Question added by: Anonymous 12/3/2020 12:14 PM EST

A: Customer Satisfaction Surveys are being utilized to gather feedback. Answered by: John Weikle 12/9/2020 2:53 PM EST

Subject = Design Principles & Requirements #3: ADA Compliant **Public Thread**

Q: Which level of Compliance (A, AA, AAA) is required? Question added by: Anonymous 12/3/2020 12:13 PM EST

A: Level A & AA are required. Level AAA is encouraged. Answered by: John Weikle 12/17/2020 2:36 PM EST

Subject = Appendix Y **Public Thread**

Q: Is there a Multi Cloud environment in place or is it part of the future strategy? Question added by: Anonymous 12/3/2020 11:23 AM EST

A: As we stand up new cloud services, we are predominantly MS Azure. Just starting to move forward with AWS initiatives. Existing portal is fully hosted by the current provider. Answered by: John Weikle 12/9/2020 2:51 PM EST

Subject = General **Public Thread**

Q: The key roles stated in the RFP document are required to be onshore/onsite or is offshore an option? Question added by: Anonymous 12/3/2020 11:23 AM EST

A: Offshore is not an option. IT Policy requires that all work be performed by personnel who are physically located within the "Continental United States and Hawaii". Answered by: John Weikle 12/17/2020 2:35 PM EST

Subject = General **Public Thread**

Q: What is tentative start date of the engagement ? Question added by: Anonymous 12/3/2020 11:22 AM EST

A: September 2021 Answered by: John Weikle 12/17/2020 2:33 PM EST

Subject = General **Public Thread**

Q: What cloud strategy has been planned for the existing portals? Question added by: Anonymous 12/3/2020 11:22 AM EST

A: As we stand up new cloud services, we are predominantly MS Azure. Just starting to move forward with AWS initiatives. Existing portal is fully hosted by the current provider. Answered by: John Weikle 12/9/2020 2:49 PM EST

Subject = General **Public Thread**

Q: In the future state architecture, has a CMS been selected? Question added by: Anonymous 12/3/2020 11:22 AM EST

A: The primary focus of this RFP is that the Commonwealth will be able to fully realize the goals of Customer Service Transformation, leveraging a CMS that complies with paragraph I, Proposed CMS for Phase 3. A specific CMS tool has not been selected however the Offeror, when proposing a specific CMS, must provide strong support as well as a transition plan with thorough training included for the Commonwealth resources.

Answered by: John Weikle

12/9/2020 2:48 PM EST

Subject = General

Public Thread

Q: What are the knowledge management tools present in the current environment?

Question added by: Anonymous

12/3/2020 11:22 AM EST

A: Information is not available.

Answered by: John Weikle

12/17/2020 2:31 PM EST

Subject = General

Public Thread

Q: Can you share V.D.1. Work Order Management with us ?

Question added by: Anonymous

12/3/2020 11:21 AM EST

A: This information is under V – Requirements, D – Governance, paragraph 1 located on page 17 of the RFP.

Answered by: John Weikle

12/17/2020 2:30 PM EST

Subject = General

Public Thread

Q: During the current Covid restrictions, we assume all governance meetings will be remote. Please confirm.

Question added by: Anonymous

12/3/2020 11:21 AM EST

A: Confirmed. If any “in person” meetings are required then current restrictions must be followed which are reflective of CDC guidelines.

Answered by: John Weikle

12/9/2020 2:46 PM EST

Subject = General

Public Thread

Q: What kind of business and technical documentation are available for all the websites?

Question added by: Anonymous

12/3/2020 11:21 AM EST

A: Current NIC infrastructure documentation is considered proprietary and will not be provided. Project documentation will be provided.

Answered by: John Weikle

12/9/2020 2:33 PM EST

Subject = Appendix B

Public Thread

Q: Appendix-B- Phase-1 deliverable of Fully Migrated COPA website? Can we get the target state architecture in terms of business, data, application and technology for the migrated COPA website?

Question added by: Anonymous

12/3/2020 11:20 AM EST

A: Offerors should provide target state architecture.

Answered by: John Weikle

12/9/2020 2:18 PM EST

Subject = General

Public Thread

Q: What mechanisms are currently used to collect the feedback from the customers?

Question added by: Anonymous

12/3/2020 11:20 AM EST

A: Customer Satisfaction Surveys are being utilized to gather feedback.

Answered by: John Weikle

12/9/2020 2:17 PM EST

Subject = General

Public Thread

Q: What disability standards need to be adhered to in the target state architecture?

Question added by: Anonymous

12/3/2020 11:19 AM EST

A: • Revised section 508 standards • Current version of WCAG. Level A & AA are required. Level AAA is encouraged. • Current version of ATAG • Current version of UAAG

Answered by: John Weikle

12/21/2020 8:57 AM EST

Subject = General

Public Thread

Q: What is considered low traffic? Can we list of portals that needs to be consolidated?

Question added by: Anonymous

12/3/2020 11:19 AM EST

A: Refer to Appendix W, pages 8, and 9. A list of portals to be consolidated can be provided during Phase II, Current State Assessment and Planning.

Answered by: John Weikle

12/9/2020 2:15 PM EST

Subject = Technical Submittal Document

Public Thread

Q: Please advise the desired service coverage window (24 x 7, 9 x 5, etc.)

Question added by: Anonymous

12/3/2020 11:18 AM EST

A: Service Coverage is 9x5 with and on call possibility for potential needs by the Governor's office.

Answered by: John Weikle

12/21/2020 8:55 AM EST

Subject = Appendix W

Public Thread

Q: In the current state, we see a sharp increase in the Service Desk volumes from March 2020 onwards. We presume this is due to Covid-19 situation. Please advise if the average of these volumes should be considered for effort estimation.

Question added by: Anonymous

12/3/2020 11:18 AM EST

A: Pre-Covid 19 volumes can be utilized for effort estimations.

Answered by: John Weikle

12/9/2020 2:12 PM EST

Subject = Technical Submittal Document

Public Thread

Q: Please advise if there are any location restrictions in providing services (onshore / offshore / near shore)

Question added by: Anonymous

12/3/2020 11:17 AM EST

A: IT Policy requires that all work be performed by personnel who are physically located within the "Continental United States and Hawaii".

Answered by: John Weikle

12/21/2020 8:51 AM EST

Subject = Technical Submittal Document

Public Thread

Q: Please share ticket dump of last 6 to 12 months

Question added by: Anonymous

12/3/2020 11:17 AM EST

A: This cannot be provided as tickets can be related to payment processing and driver records.

Answered by: John Weikle

12/9/2020 2:09 PM EST

Subject = Technical Submittal Document

Public Thread

Q: Will QA be a separate team for validating the data etc.?

Question added by: Anonymous

12/3/2020 11:17 AM EST

A: No

Answered by: John Weikle

12/9/2020 1:49 PM EST

Subject = Technical Submittal Document

Public Thread

Q: Do you have any automated framework for testing?

Question added by: Anonymous

12/3/2020 11:16 AM EST

A: No

Answered by: John Weikle

12/9/2020 1:47 PM EST

Subject = Technical Submittal Document

Public Thread

Q: What is your release cycle?

Question added by: Anonymous

12/3/2020 11:16 AM EST

A: Release cycles are scheduled weekly, or as needed for agency priority initiative timeline restrictions.

Answered by: John Weikle

12/9/2020 1:46 PM EST

Subject = Technical Submittal Document

Public Thread

Q: What is the current Project Management methodology?

Question added by: Anonymous

12/3/2020 11:15 AM EST

A: Both waterfall and agile methodology have been utilized, based upon project type and end user availability.

Answered by: John Weikle

12/9/2020 1:45 PM EST

Subject = Technical Submittal Document

Public Thread

Q: What is the current team structure/size?

Question added by: Anonymous

12/3/2020 11:15 AM EST

A: The current contract provides a shared service delivery model in that backend infrastructure is supported by the parent company NIC in their datacenter, site and app development/maintenance based upon the level of intended work requests.

Answered by: John Weikle

12/9/2020 1:43 PM EST

Subject = Appendix T	Public Thread	
Q: Are the forms already digitized in the existing SharePoint or WordPress solution?	Question added by: Anonymous	12/3/2020 11:14 AM EST
A: The forms are a proprietary solution	Answered by: John Weikle	12/9/2020 1:42 PM EST
Subject = Transition	Public Thread	
Q: During the Phase 1 (Transition), do we need to plan for any new features development?	Question added by: Anonymous	12/3/2020 11:14 AM EST
A: The answer is no, however if 2020 has proved anything it is that emergencies can occur and if so, it could rise to the level some development is needed.	Answered by: John Weikle	12/9/2020 1:41 PM EST
Subject = Appendix S	Public Thread	
Q: Please share with us the current headcount of the # of people currently supporting each site or overall headcount.	Question added by: Anonymous	12/3/2020 11:13 AM EST
A: The current contract provides a shared service delivery model in that backend infrastructure is supported by the parent company NIC in their datacenter, site and app development/maintenance based upon the level of intended work requests.	Answered by: John Weikle	12/9/2020 1:40 PM EST
Subject = Customer Maturity Assessment	Public Thread	
Q: Did the Commonwealth move forward with a customer experience maturity assessment and if so, who performed the assessment and can the findings be shared at this time?	Question added by: Anonymous	12/2/2020 10:29 AM EST
A: No, the commonwealth has not yet conducted a customer experience maturity assessment	Answered by: John Weikle	12/9/2020 1:38 PM EST
Subject = Staffing	Public Thread	
Q: Will the Commonwealth allow offshore resources to be part of these services and support?	Question added by: Anonymous	12/2/2020 9:27 AM EST
A: IT Policy requires that all work be performed by personnel who are physically located within the "Continental United States and Hawaii". Offerors may reference Section 4.1 Offshore Access in ITP-SEC000.	Answered by: John Weikle	12/17/2020 2:23 PM EST
Subject = Middleware	Public Thread	
Q: Is there a preferred Middleware by the Commonwealth of should we recommend a technology.	Question added by: Anonymous	12/2/2020 9:23 AM EST
A: Technology recommendations should be submitted	Answered by: John Weikle	12/9/2020 1:37 PM EST
Subject = Software Pricing	Public Thread	
Q: Does the Commonwealth expect software pricing for relevant technologies to be included in Cost spreadsheet?	Question added by: Anonymous	12/2/2020 9:19 AM EST
A: Yes. The proposed Content Management system pricing should be included in the Content Management row in the Ongoing Services tab of Appendix K, Cost Submittal.	Answered by: John Weikle	12/3/2020 1:02 PM EST
Subject = SharePoint Site Collection / WordPress	Public Thread	
Q: The description of this role states "Webmaster content manager for multiple agencies, departments" Does that mean we need to employ individuals that will be posting content to agency SharePoint websites? Also, given that site collection administrator is a SharePoint role and the functions within are specific to SharePoint, is there a WordPress equivalent role here, or should WordPress not be included here?	Question added by: Anonymous	12/1/2020 4:45 PM EST

A: Occasionally requests for assistance can originate from smaller agencies without dedicated digital director positions. Occasionally assistance may be required for WordPress sites however this is a smaller footprint within the commonwealth external facing sites.

Answered by: John Weikle

12/3/2020 1:01 PM EST

Subject = Technology

Public Thread

Q: Are there any technology platforms the Commonwealth prefers for the end state of the new solution?

Question added by: Anonymous

12/1/2020 3:47 PM EST

A: The Commonwealth has no preference.

Answered by: John Weikle

12/3/2020 1:00 PM EST

Subject = RFP Creation

Public Thread

Q: Was there an incumbent involved in the creation of this RFP who already has a relationship with the Commonwealth as a preferred partner?

Question added by: Anonymous

12/1/2020 3:45 PM EST

A: The incumbent was not involved in the creation of this RFP.

Answered by: John Weikle

12/3/2020 4:11 PM EST

Subject = Budget

Public Thread

Q: Is there a budget for this initiative by phase or over the course of the 3-5 years?

Question added by: Anonymous

12/1/2020 3:43 PM EST

A: Information not available

Answered by: John Weikle

12/9/2020 1:35 PM EST

Subject = Extending Due Date

Public Thread

Q: Due to multiple holidays throughout the timeline, would the Commonwealth be willing to extend to January 29, 2021?

Question added by: Anonymous

12/1/2020 3:42 PM EST

A: The Commonwealth is unable to extend the due date for RFP responses due to transition timeline. Offeror responses are due at 4 PM on January 11, 2021.

Answered by: John Weikle

12/3/2020 12:58 PM EST

Subject = C. Personnel

Public Thread

Q: Are there substitutes or equivalents for certifications mentioned that will or have expired? For example, MCSE, MCSD and MCSA certification are being retired on Jan 31, 2021 and SharePoint certifications and course were retired 08/31/2020 or prior.

Question added by: Anonymous

11/24/2020 4:32 PM EST

A: MSCE replacement would be Microsoft 365 Certified: Enterprise Administrator Expert. We are not aware of a substitute for MCSD, MCSA or SharePoint certifications. Microsoft offers this location for more information: <https://docs.microsoft.com/en-us/learn/certifications/browse/>

Answered by: John Weikle

12/3/2020 12:55 PM EST

Q: Okay thank you. We observed the retirement information on the same Microsoft page and also saw that those certifications were retired. Would existing MCSD, MCSA or SharePoint certifications earned in the past still be honored? Void of suitable replacements, is the Microsoft 365 Certified: Enterprise Administrator Expert considered a suitable replacement?

Question added by: Anonymous

12/3/2020 1:12 PM EST

A: Yes, SharePoint certifications earned in the past will be recognized. The Microsoft 365 Certified: Enterprise Administrator Expert is acceptable as a replacement, but we would assume individuals have a strong SharePoint background in the example you provided.

Answered by: John Weikle

12/9/2020 3:16 PM EST

Subject = Service Desk

Public Thread

Q: The section states "Customer Service Certification is required for frontline personnel interacting with Commonwealth users every day." Is there a specific certification required or does any customer service certification suffice?

Question added by: Anonymous

11/24/2020 4:24 PM EST

A: The Offeror shall propose the certification they intend to use that best meets the requirements outlined within the Service Desk section.

Answered by: John Weikle

12/3/2020 12:53 PM EST

Subject = PWP Q&A: Tech. Submittal C. Assess. & Planning**Public Thread**

Q: Pertaining to nomenclature, is the Commonwealth seeking a proposed solution or a new proposed platform?

Question added by: Anonymous

11/24/2020 3:34 PM EST

A: The Commonwealth is looking for a new solution to satisfy the needs outlined. Offeror's proposals should be an all-encompassing solution that may or may not utilize a new platform.

Answered by: John Weikle

12/3/2020 12:51 PM EST

Subject = Section D General Objectives**Public Thread**

Q: Are there applications or areas currently where security is not at the expected strength? If so, are these applications included in the inventory in Appendix S? If so, which ones?

Question added by: Anonymous

11/24/2020 3:32 PM EST

A: A more detailed response on security strength can only be responded to upon contract execution. The Commonwealth will not confirm or identify on a public procurement website if there are or are not applications with weak security.

Answered by: John Weikle

12/3/2020 12:50 PM EST

Subject = Section B Customer Service Transformation**Public Thread**

Q: What is the threshold for small or low traffic? For example, what is the minimum amount of hits per month or defined timeframe that a site needs to not be consider small or low traffic? Does consistent use of the pa.gov domain mean all sites will live at www.pa.gov or that site will be separate and hostnames must include pa.gov, for example health.pa.gov?

Question added by: Anonymous

11/24/2020 3:31 PM EST

A: Consistent use of the pa.gov domain means all sites must contain pa.gov and the naming convention should reflect what is already in place. All sites do not live under www.pa.gov and the offeror will be expected to support vanity URL requests with the commonwealth for review/approval.

Answered by: John Weikle

12/9/2020 1:33 PM EST

Subject = Keystone Login**Public Thread**

Q: What is the backend technology used on Keystone Login? Is there technical documentation available that contains information on how to integrate an application with Keystone Login? What capabilities does Keystone Login have to federate with other IDPs?

Question added by: Anonymous

11/24/2020 3:30 PM EST

A: Keystone Login is an ASP.NET application (MVC and Razor), with a SQL Server database. It uses Rest APIs for communicating with other systems. Technical Documentation is available and can be obtained at <http://keystonelogindevelopers.pa.gov/> Keystone Login can currently federate with Google Accounts.

Answered by: John Weikle

12/9/2020 1:31 PM EST

Subject = PWP Q&A: 20. Economy of Preparation**Public Thread**

Q: The instructions direct vendors to ensure the maximum page length of the technical submittal does not exceed 165 pages. Does that include the 52 pages of content associated with the response (i.e., 165 total pages)? Or are the 52 pages of content associated with the response counted in addition to (i.e., 217 total pages)?

Question added by: Anonymous

11/24/2020 3:29 PM EST

A: Yes, the 165 pages includes the 52-page Technical Submittal.

Answered by: John Weikle

12/3/2020 12:47 PM EST

Subject = PWP Q&A: Change Mgmt. & Communication**Public Thread**

Q: Does the Commonwealth already have resources and approaches for change management and user communications in place or should the Offeror include that in the response?

Question added by: Anonymous

11/24/2020 2:47 PM EST

A: The commonwealth has processes and policies defined that the Offeror shall adhere to. For Service Management Change Management refer to Appendix N, Change Management Process and the policy referenced within the RFP - ITP-SYM010 Enterprise Change Management Maintenance Policy For Project Control Change Management refer to Section VII E. Change Management Plan, which outlines what the Offeror's proposed plan should include. The Offeror should include resources required to fulfill and support the process and project control activities for the PWP service.

Answered by: John Weikle

12/3/2020 12:44 PM EST

Subject = PWP Q&A: Keystone Login

Public Thread

Q: Are all agencies and back-end systems already tied to the Keystone Login? If not, which major entities remain disconnected and is integrating them part of the vision for this initiative?

Question added by: Anonymous

11/24/2020 2:44 PM EST

A: The requirement for the offeror is for applications created or maintained by the offeror specifically. All other Commonwealth applications are outside the scope of this RFP.

Answered by: John Weikle

12/3/2020 12:41 PM EST

Subject = PWP Q&A: CST Principle #5

Public Thread

Q: What tools or mechanisms is the Commonwealth currently using to achieve CST principle #5 ("continuous improvement through customer feedback")?

Question added by: Anonymous

11/24/2020 2:43 PM EST

A: Customer Satisfaction Surveys are being utilized to gather feedback.

Answered by: John Weikle

12/3/2020 12:39 PM EST

Subject = PWP Q&A: User (Citizen) Research

Public Thread

Q: What is the Commonwealth's current and/or preferred approach for conducting user (citizen) research as part of the experience design process in Phase 2?

Question added by: Anonymous

11/24/2020 2:43 PM EST

A: The Offeror shall propose approaches that support Offeror engagement with commonwealth resources supporting Customer Service Transformation and Citizen Experience initiatives. The Offeror will not directly engage citizens.

Answered by: John Weikle

12/3/2020 12:37 PM EST

Subject = Technical Submittal Section V.M. Hosting Services

Public Thread

Q: May vendors respond to a single requirement, "Technical Submittal Section V.M. Hosting Services (Invited Option)," without responding to all other requirements? If so, how would a vendor submit a compliant response through the submission portal given the marking of required fields?

Question added by: Anonymous

11/24/2020 12:18 PM EST

A: No. An Offeror proposal that does not fulfill all requirements is non-responsive and would not be evaluated by the Commonwealth. An Offeror may supply selected requirements in a subcontractor role. Consult RSVP Public Web SDB Meeting.xls (JAGGAER Buyer Attachments) for collaboration opportunities.

Answered by: John Weikle

12/3/2020 12:33 PM EST

Subject = Phase 1

Public Thread

Q: Can the Commonwealth confirm that the full source code and configurations for the applications to be transitioned in Phase 1 will be available to the incoming vendor within the first 2 weeks of the project kickoff?

Question added by: Anonymous

11/24/2020 11 05 AM EST

A: This will have to be obtained from the current vendor during the transition phase.

Answered by: John Weikle

12/3/2020 12:23 PM EST

Subject = Retention of a self-funded model based	Public Thread	
<p>Q: On Page 3, the RFP states “Retention of a self-funded model based on fees or subscriptions for services” as a general objective. However, Appendix K – Cost Submittal defines a firm fixed price deliverable structure along with rate card based services. How does the Commonwealth envision operating a self-funded model?</p>	Question added by: Anonymous	11/24/2020 11 05 AM EST
<p>A: The erroneous reference to the self-funded model has been removed from the Technical Submittal. Appendix K, Cost Submittal represents the PWP cost model.</p>	Answered by: John Weikle	12/17/2020 2:21 PM EST
Subject = V.M	Public Thread	
<p>Q: The RFP requests monitoring of infrastructure, platforms, connectivity, data, and security 24 hours per day, seven days per week and integration with Commonwealth monitoring platforms and services. If the hosting solution is on Commonwealth infrastructure, is monitoring applicable to infrastructure, platforms, connectivity, data and security (24X7) or will Commonwealth do the monitoring.</p>	Question added by: Anonymous	11/24/2020 11 04 AM EST
<p>A: For Commonwealth hosted infrastructure, the commonwealth will monitor with our tools. Alerts could be sent to offeror for awareness and joint troubleshooting.</p>	Answered by: John Weikle	12/3/2020 12:22 PM EST
Subject = V.K	Public Thread	
<p>Q: Does the current platform provide eDiscovery capabilities? If so, can you please provide the frequency of these incidents being handled?</p>	Question added by: Anonymous	11/24/2020 11 04 AM EST
<p>A: We are not aware of this functionality being offered by the current vendor.</p>	Answered by: John Weikle	12/3/2020 12:21 PM EST
Subject = Appendix T	Public Thread	
<p>Q: What is the business process management system behind the Express Forms, if one exists?</p>	Question added by: Anonymous	11/24/2020 11 03 AM EST
<p>A: This will have to be obtained from the current vendor during the transition phase</p>	Answered by: John Weikle	12/3/2020 12:20 PM EST
Subject = Appendix W	Public Thread	
<p>Q: Are there available health reports for each one of the SP farms that can be shared, to determine issues such as build numbers compatibility or orphaned items.</p>	Question added by: Anonymous	11/24/2020 11 03 AM EST
<p>A: Any health reports would have to be provided by the current vendor as part of the transition.</p>	Answered by: John Weikle	12/3/2020 12:18 PM EST
Subject = Appendix W	Public Thread	
<p>Q: Are there any administration tools licenses that the Commonwealth already has available and can be used for migration and maintenance such as AvePoint, Doc Ave, Metalogic, Quest etc</p>	Question added by: Anonymous	11/24/2020 11 02 AM EST
<p>A: The Commonwealth has license for ShareGate but it is for internal farm use.</p>	Answered by: John Weikle	12/3/2020 12:17 PM EST
Subject = Appendix W	Public Thread	
<p>Q: Appendix W, Page 7 identifies high level Service Desk monthly volumes; are additional details available regarding types of tickets or severity level?</p>	Question added by: Anonymous	11/24/2020 11 02 AM EST
<p>A: The Commonwealth does not agree that 5 calls a day on average is high. Appendix W notes that most fall within the three categories listed in the table on Page 7.</p>	Answered by: John Weikle	12/3/2020 12:16 PM EST
Subject = Appendix W	Public Thread	

Q: Appendix W, Page 7 identifies monthly Quality Scans, what toolset is currently utilized for this activity?
A: This will have to be obtained from the current vendor during the transition phase.

Question added by: Anonymous

11/24/2020 11 02 AM EST

Answered by: John Weikle

12/3/2020 12:14 PM EST

Subject = V.H

Public Thread

Q: Section V.M identifies 24x7x365 uptime requirements for the future hosting environment. Industry standards measure on a basis of the number of '9's, i.e. 5 9's is an uptime of 99.999%. Has the Commonwealth defined the number of 9's uptime requirements?

Question added by: Anonymous

11/24/2020 11 01 AM EST

A: 3 9's meaning 99.9%

Answered by: John Weikle

12/3/2020 12:12 PM EST

Subject = V.G, V.M

Public Thread

Q: Desired environments are listed differently throughout the document: Production / Quality Assurance at a minimum (Section V.G) and Development, User Acceptance Testing, Production, Lab/Sandbox (Section V.M), is there an expected end state?

Question added by: Anonymous

11/24/2020 10 59 AM EST

A: The end state is up to the vendor to propose based on their solution proposal and technical requirements of their solution but at the minimum a Development/Sandbox, Staging and Production are needed.

Answered by: John Weikle

12/3/2020 12:10 PM EST

Subject = V.G, V.L, VI.A

Public Thread

Q: Section V.G, V.L, VI.A identify IOS and Android Application support, but there is no detailing of the supporting infrastructure or specific mobile apps. Can details be shared?

Question added by: Anonymous

11/24/2020 10 58 AM EST

A: This will have to be obtained from the current vendor during the transition phase.

Answered by: John Weikle

12/3/2020 12:09 PM EST

Subject = Appendix W

Public Thread

Q: Is the Secondary Data Center supporting the DR environment? What are the backup / DR requirements for the existing and future environments?

Question added by: Anonymous

11/24/2020 10 58 AM EST

A: If Commonwealth hosted solution is determined to be the best approach, the Commonwealth Secondary Data Center can be used for DR. Disaster Recovery must be included for all production workloads. Future environments would be handled on an as needed basis through contract change.

Answered by: John Weikle

12/3/2020 12:07 PM EST

Subject = Appendix W

Public Thread

Q: Please indicate the number of physical servers supporting the total of 35 VMs at the Primary and at the Secondary Data Center.

Question added by: Anonymous

11/24/2020 10 57 AM EST

A: Offeror should be able to determine the number of physical servers and configurations based upon what is required to support the VMs identified in Appendix W.

Answered by: John Weikle

12/3/2020 12:06 PM EST

Subject = Appendix W

Public Thread

Q: Are there applications that require FedRAMP High (CJIS or FTI data)

Question added by: Anonymous

11/24/2020 10 57 AM EST

A: Users may enter FTI data into applications so FedRAMP High is required.

Answered by: John Weikle

12/9/2020 1:28 PM EST

Subject = Appendix W

Public Thread

Q: Please confirm the RTO and RPO for all applications as we understand that the recovery requirements could vary.

Question added by: Anonymous

11/24/2020 10 57 AM EST

A: The current facilities comply with Tier IV classification as set for National Uptime Institute. Current environmental factors are on a High Availability of 99.9%, set against applications. Once failure occurs, recovery is to be completed within 24 hours of declared disasters.

Answered by: John Weikle

12/3/2020 12:04 PM EST

Subject = Appendix W

Public Thread

Q: Please provide clarification on the distribution of the 35 VMs in the Primary and Secondary Data Centers between Non-Production and Production environments.

Question added by: Anonymous

11/24/2020 10 57 AM EST

A: The current vendor uses a "Cross Site publishing" architecture which utilizes 2 Production environments each having 39 servers. Their primary functions are outlined in Appendix W.

Answered by: John Weikle

12/3/2020 11:44 AM EST

Subject = Appendix W

Public Thread

Q: Please provide the current amount of available and used storage for the hosted solution across all applications so cost can be accurately determined – Sharepoint, WordPress, Custom applications, etc

Question added by: Anonymous

11/24/2020 10 56 AM EST

A: Appendix W, Current State provides specifications on the core hardware technologies employed in the hosting environments that support commonwealth websites and applications.

Answered by: John Weikle

12/3/2020 11:42 AM EST

Subject = V.M

Public Thread

Q: Please provide clarification on the scope of services and the responsibility intended to be included within the "Hybrid" component of the "Hybrid scenario using the Offeror/subcontractor infrastructure" and the "Hybrid scenario using Commonwealth Infrastructure".

Question added by: Anonymous

11/24/2020 10 56 AM EST

A: Dependent upon which infrastructure approach is deemed to be the best solution. Using that information to determine roles and responsibilities.

Answered by: John Weikle

12/3/2020 11:41 AM EST

Subject = V.O

Public Thread

Q: Is the Commonwealth requesting we utilize an existing telephony system for the Service Desk or is the Vendor requested to provide that as a part of the bid?

Question added by: Anonymous

11/24/2020 10 56 AM EST

A: The Offeror will use the existing telephony system.

Answered by: John Weikle

12/9/2020 1:27 PM EST

Subject = V.O

Public Thread

Q: The RFP states the Service Desk is the "single point of contact with Commonwealth users and technical staff to report incidents for the Public Web Presence service components provided by the Offeror." Is it correct to assume the Service Desk is only for internal Commonwealth users and the citizen facing help desk is out of scope for this project?

Question added by: Anonymous

11/24/2020 10 56 AM EST

A: That is correct.

Answered by: John Weikle

12/9/2020 1:25 PM EST

Subject = VI.C.1

Public Thread

Q: What is the underlying technology currently being used for implementing Express Forms?

Question added by: Anonymous

11/24/2020 10 55 AM EST

A: This is a proprietary tool, based on .net components.

Answered by: John Weikle

12/3/2020 10:56 AM EST

Subject = VI.B.5

Public Thread

Q: On Page 44, the RFP states "Conduct full implementation cycle, upgrade, and content migration. As of August 2020, the current SharePoint environment is in 2013. The final transitioned sites are to be in the current version of SharePoint." Does that mean the SharePoint version at the end of Phase 1 transition will continue to be 2013?

Question added by: Anonymous

11/24/2020 10:55 AM EST

A: It is assumed at the conclusion of Phase I, the offeror will assume operational responsibilities of the current CMS environment before December 31, 2021. This includes the current environment which is SharePoint 2013.

Answered by: John Weikle

12/3/2020 10:53 AM EST

Subject = Appendix S

Public Thread

Q: Please clarify the expectations, requirements, and timeline for the applications listed in Appendix S that use the NIC payment gateway. Is the intent for the NIC Gateway to be replaced with the Commonwealth payment Gateway prior to the end of the NIC existing contract? Is it permissible to extend the replacement process for the NIC payment gateway beyond the end of Phase 1 but complete before the end of Phase 2?

Question added by: Anonymous

11/24/2020 10:55 AM EST

A: The intent is for the NIC payment Gateway to be replaced with the Commonwealth payment Gateway prior to the end of the NIC existing contract.

Answered by: John Weikle

12/3/2020 10:52 AM EST

Subject = Appendix S

Public Thread

Q: Please clarify the requirements for migration of the Sharepoint 2013 content and WordPress Web sites listed in Appendix S in Phase 3. Is the Commonwealth seeking to migrate the SharePoint 2013 and Word Press web sites listed in Appendix S with a new CMS as part of Phase 3? Does the Commonwealth require a firm fixed price for this migration under the cost of the deliverable "Web content reengineered to proposed CMS" or would standing up the new CMS and migrating the applications fall under the Change Control/Work Order based delivery?

Question added by: Anonymous

11/24/2020 10:55 AM EST

A: Yes, in Phase 3 the Offeror should complete migration to the new CMS. The cost for this migration should be captured in the deliverable "Web content reengineered to proposed CMS" within the Deliverables tab of Appendix X, Cost Submittal.

Answered by: John Weikle

12/3/2020 10:48 AM EST

Subject = RFP email instructions, #20 Economy of Preparation

Public Thread

Q: The RFP states, "The page limit excludes the appendices....." It appears that the Commonwealth is requesting an In-line response? Please confirm. Also, the 165 page limit does NOT include the 52 page base technical response document that the Commonwealth provided and that text can be removed from our response? Please confirm.

Question added by: Anonymous

11/24/2020 10:54 AM EST

A: The Commonwealth requests that Offerors insert responses where "Offeror Response" appears in the Technical Submittal. The 165 pages includes the original 52-page Technical Submittal with the Offeror's response embedded within.

Answered by: John Weikle

12/3/2020 10:46 AM EST

Subject = RFP email instructions, #20 Economy of Preparation

Public Thread

Q: The RFP states, "The page limit excludes the appendices. The Offeror may not alter the text font, size, margins, or any other formatting to fit more into their proposal." Does this apply to the form field that the vendors are asked to input their responses? Can you clarify the expected font and font size?

Question added by: Anonymous

11/24/2020 10:54 AM EST

A: Yes, when responding within the Technical Submittal, Offerors should use the same font size (Times New Roman, 12 point as the original 52- page Technical Submittal.

Answered by: John Weikle

12/3/2020 10:45 AM EST

Subject = Certifications

Public Thread

Q: Will the project not be awarded without all certifications completed at the time of submittal? Or is there some flexibility with the timing of certification? (Page-8 Technical Submittal_Public Web Presence.docx)

Question added by: Anonymous

11/23/2020 6:19 PM EST

A: Unless otherwise stated within the Certifications section on page 8 of the Technical Submittal (example ITIL 4 Foundations training), all proposed personnel must be certified at the time of proposal submission.

Answered by: John Weikle

12/3/2020 10:44 AM EST

Subject = Future Improvements

Public Thread

Q: Does the Commonwealth of Pennsylvania have any technology preferences for future improvements of CMS? Would other applications be considered or Sharepoint and Wordpress must be used? (Page-4 Technical Submittal_Public Web Presence.docx)

Question added by: Anonymous

11/23/2020 5:49 PM EST

A: While the Commonwealth is comfortable with SharePoint, we realize it has limitations. The primary focus of this RFP is that the Commonwealth will be able to fully realize the goals of Customer Service Transformation, leveraging a CMS that complies with paragraph I, Proposed CMS for Phase 3. Other CMS tools can be proposed however a strong support must be provided as well as a transition plan with thorough training for Commonwealth resources must be included.

Answered by: John Weikle

12/3/2020 10:42 AM EST

Subject = Phase One

Public Thread

Q: Does Phase One include complete transition and also start maintenance work of the current system? (Page-4 Technical Submittal_Public Web Presence.docx)

Question added by: Anonymous

11/23/2020 5:19 PM EST

A: Yes, Phase 1 includes the complete migration of all public facing web sites. Maintenance of the current system starts at the beginning of Phase 2.

Answered by: John Weikle

12/3/2020 10:40 AM EST

Subject = Clarifying Question

Public Thread

Q: • Regarding the future use of AI, are there specific metrics and analytics that the Commonwealth wants and where do they plan or envision them to be overlaid in?

Question added by: Anonymous

11/23/2020 10 08 AM EST

A: To accommodate the goals of CST, there is interest in leveraging AI capabilities to better assess user behavior and mapping that behavior to profiles, or to help improve on what profiles should entail.

Answered by: John Weikle

12/3/2020 10:38 AM EST

Subject = Clarifying Question

Public Thread

Q: • Based on Appendix B, Phase 1 and 2 are the assessment and planning piece. Since there are many unknowns, could we provide pricing for Phase 3 as time and materials opposed to firm fixed?

Question added by: Anonymous

11/23/2020 10 07 AM EST

A: The Transformation Services tab in Appendix K, Cost Submittal allows Offerors to submit a rate card to accommodate Work Orders for Phase 3 services defined during the contract term.

Answered by: John Weikle

12/3/2020 10:36 AM EST

Subject = Clarifying Question

Public Thread

Q: • Would the Commonwealth consider a bid for time and materials because there are so many unknown variables, rather than a firm fixed cost bid?

Question added by: Anonymous

11/23/2020 10 07 AM EST

A: The Commonwealth will not consider a bid consisting solely of time and materials costs. However, the Commonwealth recognizes the challenge of forecasting costs in Phase 3, Transformation. The Transformation Services tab in Appendix K, Cost Submittal allows Offerors to submit a rate card to accommodate Work Orders for services defined during the contract term.

Answered by: John Weikle

12/3/2020 10:35 AM EST

Subject = Clarifying Question

Public Thread

Q: • Due to the upcoming holidays and the complexity of the RFP, could we please have a two-week extension?

Question added by: Anonymous

11/23/2020 10 07 AM EST

A: At this time, the Commonwealth does not intend to extend the Event Close Date event. If the event is extended, the Event Close Date will be updated accordingly in JAGGAER.

Answered by: John Weikle

12/3/2020 10:34 AM EST

Subject = Clarifying Question

Public Thread

Q: • Regarding the invited options, is it mandatory or optional to bid on those? Is the Commonwealth expecting us to host this, or could it potentially be done through someone else? Would the Commonwealth be responsible for this portion of the bid?

Question added by: Anonymous

11/23/2020 10 06 AM EST

A: It is mandatory for Offerors to bid on Invited Options: "Offerors shall provide costs for all Invited Options." Hosting options include, but are not limited to: 1. Offeror/subcontractor hosted scenario 2. Hybrid scenario using the Offeror/subcontractor infrastructure 3. Hybrid scenario using the Commonwealth infrastructure The Offeror would be responsible for all hosting services proposed.

Answered by: John Weikle

12/3/2020 10:33 AM EST

Subject = Clarifying Question

Public Thread

Q: • What portion of the solution do you envision being hosted by a 3rd party cloud provider or the Commonwealth?

Question added by: Anonymous

11/23/2020 10 06 AM EST

A: We envision having multiple options presented with the best way to host. This could include on-premise cloud or hybrid.

Answered by: John Weikle

12/3/2020 10:30 AM EST

Subject = Clarifying Question

Public Thread

Q: • Do we need to submit our response in the requested format, i.e. providing individual responses wherever it states Offeror Response, or is there flexibility to provide a response in our own format, e.g. describing our overall solution in one narrative response?

Question added by: Anonymous

11/23/2020 10 06 AM EST

A: Yes. Offerors should provide responses where "Offeror Response" appears in the Technical Submittal.

Answered by: John Weikle

12/3/2020 10:28 AM EST

Subject = Clarifying Question

Public Thread

Q: • Are building prototypes and Minimal Viable Products (MVPs) allowed in the assessment phase to gain a true technical understanding of the delivery complexities and timeframes?

Question added by: Anonymous

11/23/2020 10 06 AM EST

A: Yes. Offerors can utilize this approach during the assessment phase as long as other requirements, deliverables or timelines are not impacted.

Answered by: John Weikle

12/3/2020 10:27 AM EST

Subject = Clarifying Question

Public Thread

Q: • Does the Commonwealth want to stay on SharePoint, or do they want to go to WordPress? Are they open to something completely different? Are they looking for a custom offering?

Question added by: Anonymous

11/23/2020 10 05 AM EST

A: While the Commonwealth is comfortable with SharePoint, we realize it has limitations. The primary focus of this RFP is that the Commonwealth will be able to fully realize the goals of Customer Service Transformation, leveraging a CMS that complies with paragraph 1, Proposed CMS for Phase 3. Other CMS tools can be proposed however a strong support must be provided as well as a transition plan with thorough training for Commonwealth resources must be included.

Answered by: John Weikle

12/3/2020 10:26 AM EST

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TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

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Vision

Pennsylvania state government is committed to serving the citizens of our Commonwealth. In the 21st century, serving our citizens means providing easy-to-use services and support online, by phone, in person, and through emerging technologies.

I. Project Overview

A. Purpose

The purpose of this Technical Submittal is to specify the services required to manage a subset of the Public Web Presence (PWP) for the Commonwealth of Pennsylvania (Commonwealth). The PWP is comprised of various Commonwealth agency websites and applications.

The Commonwealth established an agreement for eGovernment in 2012. The period of performance with the current Offeror ends November 30, 2022, or sooner with appropriate notification. This Technical Submittal will continue some services covered in the previous [contract #4400010625](#) while including the goals of the following referenced executive orders.

1. [2019-04 - Establishing a "Citizen-First" government and Promoting Customer Service Transformation.](#) Refer to **I. B. Customer Service Transformation**
2. [2016-07 – Open Data, Data Management and Data Governance.](#) Refer to **Appendix V, PWP Data Management Program Strategy** for applicability to PWP.
3. [2018-01 – Governor’s Office of Performance Through Excellence](#) as amended in September 2020 calls for the measuring and improving customer experience through multiple channels, such as online, with the Commonwealth services. **Refer to V. B. 3. Customer Satisfaction Survey** for applicability to PWP.

B. Customer Service Transformation

In 2019, the Commonwealth launched a Customer Service Transformation (CST) initiative to improve customer service by enabling Pennsylvanians to connect and do business with state agencies and consume services while protecting privacy and personal information. The CST consists of multiple long-term projects in different stages of planning and implementation. The long-term intent of the CST initiative is compliance with the 21st Century Integrated Digital Experience Act (IDEA) which requires executive agencies to:

- Modernize their websites
- Digitize services and forms
- Accelerate use of e-signatures
- Improve customer experience
- Standardize and transition to centralized shared services

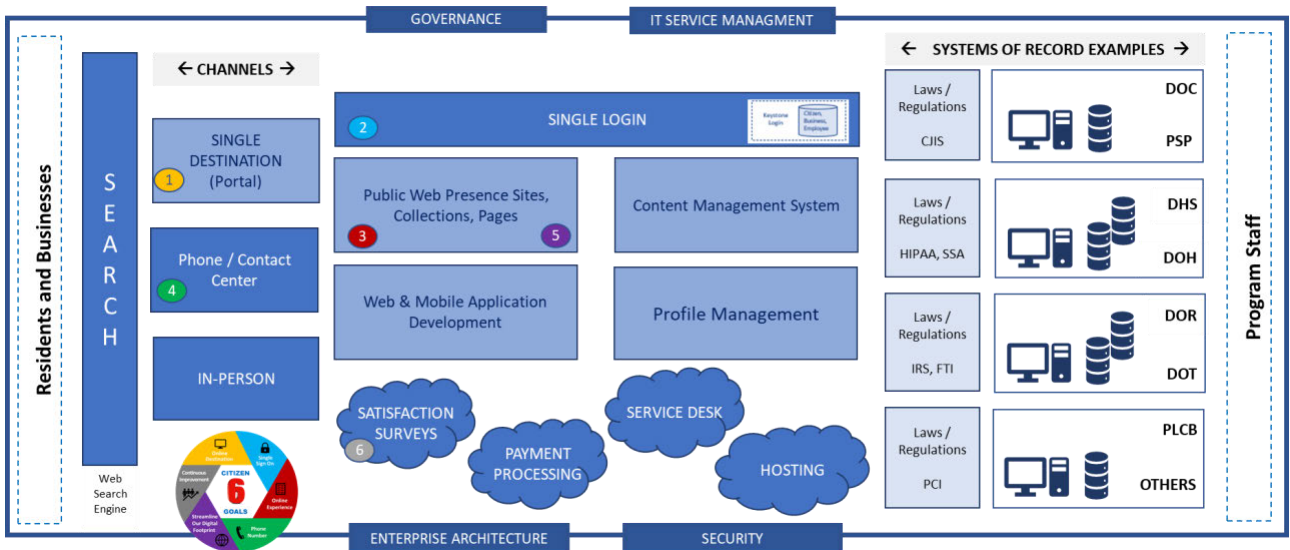
The goals of the Commonwealth’s CST are as follows:

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1. □ Create a single online destination for services - A single destination will enable citizens to find the services they need and conduct business, even if they do not know which agency provides them.
2. □ Enable secure access to services through a single login - Consistent and modern authentication standards available through Keystone Login will increase convenience for citizens by simplifying account management, authentication, and eliminating the need to remember multiple usernames and passwords, while also strengthening our security posture.
3. □ Deliver a consistent and user-friendly online experience across all services - A consistent look and feel increases trust by enabling citizens to easily recognize services provided by the Commonwealth. This also includes ensuring that online services and information are accessible to all citizens, regardless of disability.
4. □ Offer a single phone number to direct citizens to the services they are seeking - Like the single online destination, we want to make it easier for citizens to connect to services by phone. Citizens will still be able to contact agency departments directly through existing call centers and phone numbers.
5. □ Consolidate and streamline our digital footprint - Small or low-traffic websites should be considered for consolidation to streamline our online presence and make information easier to find. Consistent use of the pa.gov domain for websites will let citizens know with confidence that they are utilizing services from the Commonwealth.
6. □ Drive continuous improvement through customer feedback - Collect feedback from our customers and make it available to the public, employees, and leadership to identify new opportunities to improve and innovate services.

C. Context Overview

The following graphic provides a context overview for this Technical Submittal:



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Graphic 1: Context Overview

In Graphic 1, the CST elements are referenced with color-coded circles that align with the six (6) CST goals. Elements in cloud-like graphics, in the lower center of the graphic, represent potential integrations. Examples of Commonwealth's systems of record are represented to the right-hand side of the graphic. The examples are not exhaustive and are provided for conceptual context. Established web sites may include links that will need to be verified as functional during Transition. The context is surrounded by concepts such as governance, IT service management, enterprise architecture and security. The requirements for these concepts are described further in **V. Requirements**. Additional information about the Enterprise Architecture framework is in **Appendix A, Commonwealth Enterprise Architecture Framework**.

Given the CST goals, it is important that Offerors possess both technical and customer service skill sets and demonstrate an innovative approach in facilitating exemplary customer experiences. In addition, Offerors should be aware that the roles and responsibilities detailed herein serve in support the Commonwealth's overall vision for CST. By agreeing to perform the requested services, Offerors explicitly agree to entering a complex business relationship with multiple agencies where collaboration is vital to success.

Looking ahead, the Commonwealth also wants to implement features such as Artificial Intelligence (AI), journey mapping, repetitive process automation, and behavioral tracking to support a better understanding of citizen needs and continue to produce the most effective set of multi-channel interactions possible. Offerors are expected to provide such capabilities, based on mutual agreement during phases two and three, transformational planning and execution, described herein.

The Commonwealth reserves the right to award or retain service desk and hosting services. The Offeror shall work with the Commonwealth or its Offeror regarding coordination of service desk and hosting services within the agreed upon PWP service model.

D. General Objectives

Improve the customer experience for users accessing Commonwealth services by:

1. Maintaining and enhancing public facing services
2. Providing consistent, easy to use connections with state agencies
3. Adapting customer service and accessibility principles
4. Strengthening security while safeguarding privacy and personal information.
5. Establishing and maintaining the integrations indicated in the Context Overview Diagram (Graphic 1)
6. Operating in a contemporary service model configuration that integrates services and solutions that are potentially provided by several service providers
7. Retention of a self-funded model based on fees or subscriptions for services.

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E. Objectives by Phase

The Offeror shall approach the scope of this Technical Submittal in three phases as outlined below and depicted in **Appendix B, PWP Overview by Phase**.

1. **Phase One - Transition**

- a. The Offeror shall assess the current web, application, accessibility, integration, hosting, and content management system (CMS) environment used for the Commonwealth's public web presence. The current CMS environment relies on SharePoint and WordPress.
- b. The Offeror shall work with the current supplier to transition management, integrations, and operational responsibilities such that risks to business and operations are minimized.
- c. The Offeror shall complete Phase One before December 31, 2021.

2. **Phase Two - Current State Assessment and Planning**

- a. The Offeror shall take ownership of applications described in **Appendix S, Inventory of Sites and Custom Applications**.
- b. The Offeror shall stabilize transitioned environment and learn the business needs and roles of the using agencies.
- c. The Offeror shall maintain Phase One Services in accordance with the established Change Control and Work Order procedures. Refer to **V.D.1. Work Order Management** for more information.
- d. The Offeror shall obtain detailed understanding of the roles and functions of Commonwealth technology staff and structure.
- e. The Offeror shall Assess the current state and develop a plan to align with CST, accessibility, application management and CMS requirements and recommend improvements.
- f. The Offeror shall propose a set of Phase Three Transformation Services in accordance with the established Change Control and Work Order procedures. Refer to **V.D.1. Work Order Management** for more information.
- g. The Offeror shall complete Phase Two before December 31, 2022.

3. **Phase Three - Transformation Execution**

- a. The Commonwealth seeks a single online destination that enables citizens to locate required services and to conduct business with the Commonwealth, regardless of a citizen's knowledge of agency responsibilities. The Offeror shall transform service components, web design, and public facing applications while incorporating accessibility and providing sophisticated CMS elements in support of CST objectives.
- b. The Commonwealth's portal will provide a "Citizen First" view of Pennsylvania government services. The portal will become the first choice for customers by providing responsive, efficient, and effective PWP content, integrations, and solutions. Customers will benefit from the convenience of being able to access

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web and mobile applications 24 hours a day, 365 days a year from a mobile device or personal computer.

II. Statement of the Project

State in succinct terms your understanding of the project or the service required by this RFP.

Offeror Response

It is our understanding the Commonwealth of Pennsylvania is looking to digitally transform its public web presence by creating an intuitive, responsive citizen experience in an omni-channel type model. It is also the Commonwealth's intent to centralize its shared services and data repositories to enable an integrated and sustainable platform that can be enhanced and leveraged across all of the Commonwealth's agencies.

The Commonwealth's initiative will be spread across a multi-phased four-year approach:

- Phase One – Transition current web presence systems by assessing the technologies and working the current supplier to transition management, integrations and support while minimizing risks to business and operations.
- Phase Two – As ownership has been taken over and new environment is stabilized, an assessment will be performed of the Commonwealth's current state and develop a plan to align CST, accessibility, application management and CMS requirements and make a recommendation for areas to improve and define details for Phase Three.
- Phase Three – develop a single point of entry to the Commonwealth's agencies broad range of services that will allow citizens to easily do business with those agencies and search for relevant information based on a robust user-friendly interface any time, any place across any device.

The above phases will be accomplished by working collaboratively with the Commonwealth of Pennsylvania and will be designed to be self-sustainable by the Commonwealth in the future to enable you to achieve your long-term goals to:

- Modernize your websites.
- Digitize services and forms.
- Accelerate use of e-signatures.
- Improve customer experience.
- Standardize and transition to centralized shared services.

It is our understanding the desire for this initiative is a dramatically-enhanced user experience for your citizens while providing the outcome of increased digital interaction and frustration-free engagement between the Commonwealth and the public.

Publicis Sapient recognizes this is a daunting, high-risk and high-reward initiative upon which the Commonwealth of Pennsylvania is embarking. You will require a partner who lives and breathes digital transformation and is committed to putting the standards in place that can evolve and continuously improve in today's fast changing world. This initiative will thrive with a partner who stresses "if a service can be delivered digitally, it will be." We view 'digital' as applying the culture, practices, processes and technologies of the Internet-era to respond to people's raised expectations. Digital

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transformation means changing those working methods of government and public service to better meet their citizens' needs and government policy objectives.

Openness, transparency, and user-centricity needs to permeate through all of the work from the initial Phase One Transition throughout the Execution and ongoing support. Without this mindset, the Commonwealth will struggle to digitally transform the way you engage with your citizens or improve user experience and satisfaction. The creativity to drive a simpler, clearer and faster way of doing business will be essential. All of this is what Publicis Sapient represents and is part of our DNA.

Take a look at our vision for the Commonwealth of Pennsylvania:

1. Phase One - Transition

1. Maintaining and enhancing public facing services

Maintaining Public-Facing Services

Public-facing services should be usable by anyone. Our technical architecture choices are guided by the need to build and deliver public services that are easy to use by anyone, while being cheap and simple to maintain and operate. If, for any reason, those services go down, it must be easy to identify and efficiently resolve the issue.

To ensure speed to a safe and successful outcome, services need to be designed end-to-end and front-to-back. We design whole services:

- **from end-to-end:** This means from when the user starts trying to achieve a goal to when they finish, including both content and transaction-agnostic to the department providing it.
- **from front-to-back:** This means the user-facing service, internal processes, supporting policy or legislation and organizational, financial and governance structures of the service.
- **in every channel:** digital, phone, face-to-face (and considering legacy/post and physical elements, if appropriate).

We deploy holistic performance metrics that afford service providers actionable insight to operational and experience performance and outcomes across the service lifecycle, end-to-end and front-to-back. Some metrics can be automated, while others require user research, to maintain a fully functional fit for purposeful service, reduce downtime, and rapidly identify the source of service failure.

Enhancing Services

We live in an era of constant change. Rather than trying to predict and manage uncertainty, we design the organizational (tech, data, experience) capabilities so that government is better equipped to cope with the flow of new challenges and opportunities.

Services are built to enable quick changes to existing services if policy or conditions around a service should change, including during emergencies.

Continuous improvement of services is a combination of ways of working, technology choices, and the measurement of service delivery end-to-end: ensuring the service is built and measured in a way that permits continuous improvement; not just of the functional performance of technology but the ease and simplicity of experience with which the beneficiary of the service can achieve their outcome. Moreover, it is essential for government colleagues engaged in service provision to fulfill their tasks.

Additionally, user research provides actionable insights into the ability of the service to meet the right user need with the appropriate experience that are not available from quantitative approaches. And,

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specific big data analytics around services can help government identity fraud, waste, abuse or corruption.

Patterns and standards are important but every circumstance is different, and this doesn't stop us from continuously improving designs, patterns, and standards based on analytics from services and feedback from customers.

2. Providing consistent, easy to use connections with state agencies

Consistent

To deliver end-to-end services that meet user needs and the objectives of government requires consistency and standards for:

- capture, storage and use of raw data
- registers the canonical data sets that power services
- the rules, including the design and publishing of content, authentication of identity and authorization of permissions
- mechanisms for sharing of content and data across government and applications (APIs and tools).

Easy to Use

A cross-agency catalog of APIs that conform to agreed standards and uniformity; it is important how they're built and easy to find, use and upgrade.

Consistent, easy to use connections extend beyond the technology and data to include design patterns and guidance to ensure that Commonwealth services are recognizable and consistent, regardless of which agency the service is provided by. We should use the same language and the same design patterns wherever possible. This helps people get familiar with our services. When this is not possible, we should make sure our approach is consistent.

Patterns and standards are important but every circumstance is different, and this doesn't stop us from continuously improving designs, patterns, and standards based on analytics from services and feedback from customers.

3. Adapting customer service and accessibility principles

Customer Service

Principles of customer service adapted for government services means that services:

- Are easy to understand and simple to use;
- Are simpler, easier and faster for users to meet their needs;
- Have no dead ends, and it's always easy to get help from a call center.

Where the private sector tends to view a great experience being one where customers want to dwell with the provider, a great experience for a customer of government tends to be fast and simple. [REDACTED] researchers found that the less time a customer spent with a government service the greater their satisfaction.

Accessibility

Public services need to be designed for all users, so we design services to accessibility standards, with attention to assisted and inclusive design standards.

Accessibility is about making sure your service can be used by as many people as possible. Again, [REDACTED], everything should be as inclusive and legible as possible. We're [REDACTED]

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building for needs, not audiences. Services for everyone in the Commonwealth, and those who might be thinking about coming to visit or live. Often the people who need government services the most are those who find them hardest to use.

Thinking about this from the beginning helps:

- make sure that nobody is excluded
- discover early if any parts of your service are not accessible; problems usually cost less to fix if you find them early.

Specific design considerations include: designing for users on the autistic spectrum, for users of screen readers, with low vision, with physical or motor disabilities, who are deaf or hard of hearing, or users with dyslexia. Accessibility is not the responsibility of one person. Everyone on the team is responsible for making your service accessible.

Note: accessibility is different from assisted digital, which means helping users with low digital skills or limited access to the web.

There are additional tools including mindset methodology which takes into account varying attitudes, behaviors and motivations of users within a particular context. This is very relevant for pandemic responses, [REDACTED], and notable in that it rejects the static situation assumed in personas methodology.

6. Operating in a contemporary service model configuration that integrates services and solutions that are potentially provided by several service providers

A great experience is defined by the value it creates for the customer; hence, we break down the required components by user needs, services, capabilities and technology.

Our approach to building services that meet the needs of citizens while achieving the business goals and policy objectives of government uses a customer and colleague journey and blueprint to make end-to-end and front-to-back explicit and transparent.

The first task is to understand all of the services government provides: this is the creation of the service catalog. Diagnostics of the service catalog allow for the identification of centralization and shared services (e.g., forms, identity, payments, notifications, proof, authorization, content/publishing, protection, and assistance).

Mapping the activities of agencies allows us to understand what people (all actors) need to do, and what is a successful outcome. This is different than the traditional mapping of business process and transactions. Services are more about state changes than traditional transactions. This subtle difference is important in delivering outcomes and exceptional experience. In addition, it provides a better view into error, duplication and waste that can accumulate in large institutions organized by bureaucratic hierarchy which often results in silos.

This holistic view of a service accounts for all the entities involved in creating, delivering, and consuming a service (users, agencies, third parties and smart components). We call these entities “actors” as they all individually and collectively have interest and ownership in the creation, delivery, consumption, communication, and regulation of a service. We map the needs and dependencies of all actors across the service lifecycle to appropriately account for the technology, data, and process that is required to support a service. We look for efficiencies through platforms, data and shared web services to power the whole of government / cross-government collaboration to deliver end-to-end services.

Our technical architecture choices ensure that no part or requirement of a service (e.g., data, business process, communication, third parties and experience) is omitted in order to achieve the desired outcome.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

This holistic design ensures that services are built in a way that is easier and simpler to operate, maintain, change, upgrade and retire, and in a way that is cheaper and easier for government to operate. This allows IT resources to be allocated to high-value tasks.

7. Retention of a self-funded model based on fees or subscriptions for services

This holistic design ensures that services that employ a self-funded model or subscriptions can be retained. Shared services and platforms such as identity, notification, authorization and payments can be used to improve the design and experience of these services, and potentially help to suggest extending or other value capture models.

2. Phase Two - Current State Assessment and Planning

Our approach to designing services is aligned with that of public institutions currently at the forefront of digital government transformation.

We approach services from user needs, accounting for all the actors involved in the creation, delivery and consumption of a service. These actors have ownership within the service; we design around their activities to ensure an achievable outcome.

Mapping the activities allows us to understand what people (all actors) need to do, and what is a successful outcome. This is different than the traditional mapping of business process and transactions. Services are more about state changes than traditional transactions. This subtle difference is important in delivering outcomes and an exceptional experience. In addition, it provides a better view into error, duplication and waste that can accumulate in large institutions organized by bureaucratic hierarchy which often results in silos.

Mapping activities delivers an ecosystem map of purpose, activity and actor needs. This enables a detailed understanding of the user needs of the citizen or beneficiary of the service, the business needs and policy objectives of government, and the roles and functions of all government colleagues across departments and disciplines, as well as any third party or arms-length bodies.

This approach affords a unique insight to the current state with:

- better resolution to identify error, duplication and waste across the system in the current state
- discontinuities, repetition and misalignments in data and information flows
- cost management opportunities.

Understanding activities allows us to ask, “Wouldn’t it be better if...?” and design a future state that:

- will provide services that are faster and simpler for all actors to use;
- cheaper and more efficient for government to operate;
- better aligned to achieving policy objectives and a metrics system that details operational performance,
- identifies areas for continuous improvement
- supports the effective identification of service failure and resolution.

All of the above are essential components in an elevated customer experience that meets and can exceed the expectations of today’s user.

We suggest metrics that encourage the right behaviors from users and colleagues: What gets measured gets done. Measure the outcome you want to achieve, not the task you want done. This applies equally to the identification and resolution of service failure as much as driving behavior change.

3. Phase Three - Transformation Execution

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Informational and Transactional Services □

Single trusted destination □

Agencies provide vital information and services that affect people's daily lives. Government has a responsibility to respond to the needs of its citizens, as effectively and efficiently as possible. It is expected to be organized to meet the user needs, provide timely, accurate and up-to-date information, and should be timely in reaching outcomes and solving problems where necessary.

Government is responsible for providing services and information that's easy to find, understand and use. It should be trusted to provide timely and accurate information, rapidly, safely and securely.

Content Management

Government needs to organize content around user needs at scale, to provide a single resource where people can find information and services for citizens and business, detailed guidance for professionals, as well as information on government and policy.

Making something appear simple is easy. Making something simple to use is much harder, especially when the underlying systems are complex.

Content organized in a single site with a system of user-centered topics, rather than being organized by department, will power new ways to search and browse, making things much easier to find.

To make things easier to do, step-by-step navigation follows a user throughout his/her journey, to show the user everything they'll need to do to complete a task. It can also show previous steps a user may have omitted. For example, if you need a provisional license before booking a test.

Good content design accounts for accessibility - services should be usable by anyone - and engages user research to make sure that all users can access, understand, and use the information provided to accomplish their tasks. The design includes allowing users to provide input, and continuous improvement ensures that feedback is taken into consideration.

Transactional Services

This approach to content ensures a mind-set of building digital services rather than static web pages.

A service is something that helps people to do something. The team's task is to uncover user needs and build a service that meets those needs. Much of that will be content pages and will include simple to use end-to-end services that enable each user to complete the outcome they set out to achieve. This often means more than one agency is involved in the creation and delivery of a service. This requires designing the service front-to-back, ensuring standards, components and information can be easily and appropriately shared and verified across government. This also means being specific about outcomes (and authorizations) and understanding where the hand-overs exist across all actors and designing them in advance, which often requires a mix of process, policy or other fixes across agencies.

We want to make service transactions as easy as possible. Making content simple and user journeys intuitive improves a customer's experience because it is quicker to get things done successfully. It's good for government because it reduces unnecessary casework.

Transform Service Components and Web Design

Most of the time, a user will be requesting information, applying for something, waiting to find out a result, or paying for something. Most of these transaction patterns will not be unique to one service but apply across most of the services government delivers.

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

Understanding the service catalog in the context of user needs allows us to identify common patterns and user needs.

The service catalog is a definitive list of all the services offered by government, which can be sized, measured and transformed into end-to-end journeys rather than individual agency processes. These are supported by universal, shared and individual components and platforms to deliver services seamlessly to the user at a lower cost per transaction for government. Additionally, this enable us to build services that are easier to operate, maintain, fix and upgrade.

Easier for Users, Easier for Government

We aim to increase productivity and efficiency with usable systems. Centralization where appropriate can deliver savings to government by producing components, platforms and patterns that result in easy-to-use, recognizable services to increase the speed with which government can operate, maintain, fix and upgrade services.

Paradoxically, centralization affords greater dexterity to individual agencies. It's about having everything in one place, so it's easy for teams across government to quickly and easily access consistent solutions to common challenges. Teams can benefit from the use and re-use of components, patterns and libraries, standards, and editorial guidance so that teams can focus on the unique aspects of their work to design and continuously improve end-to-end services.

III. Qualifications

A. Company Overview

Describe in narrative form the corporate history and relevant experience of the corporation and any subcontractors. Provide detail information on the ownership of the company (names and percent of ownership), the date the company was established, the date the company began operations, the physical location of the company, and the current size of the company. Provide a corporate organizational chart.

Describe your corporate identity, its legal status, and include the name, address, telephone number, and email address for the legal entity that is submitting the proposal. In addition, the provide the name of the principal officers, a description of its major services, and any specific licenses and accreditations held by the Offeror.

If an Offeror is proposing to use the services or products of a subsidiary or affiliated firm, the Offeror must describe the business arrangement with that entity and the scope of the services the entity will provide.

The Offeror shall provide a baseline organization chart reflecting a proposed Staffing Plan, in accordance with **VII. Reports and Project Control** required to maintain PWP management and operations independent of specific Work Orders. In response to each Work Order request, the Offeror shall provide sufficient, qualified personnel to carry out the approved work associated with the Work Order. As part of the established Work Order procedure, documented in **V.C.1. Work Order Management**, the Offeror shall certify that all assigned personnel meet the required qualifications of the Work Order to which they are assigned. The Offeror shall not assign resources to multiple labor categories and assess duplicate charges for individual work performed in any given Work Order performance period.

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Individuals assigned to work under the Contract, but not under a specific Work Order, must remain assigned to that work throughout the term of the Contract, unless a substitute is accepted in writing by the Commonwealth. Individuals assigned to work under a specific Work Order must remain assigned to that work throughout the term of the Work Order unless a substitute is accepted in writing by the Commonwealth. All proposed substitutes must have qualifications at least equal to that of the person initially proposed.

The Offeror shall provide a comprehensive Staffing Plan as outlined in **VII.D. Staffing Plan**. The Offeror may obtain guidance regarding scope dynamics in **I.B. Objectives by Phase**.

The Offeror must provide at least three (3) relevant contacts within the past three (3) years to serve as project references. The references must be non-Commonwealth clients. This list shall include the following for each reference:

1. Name of Client and Project Title
2. Contract Value
3. Background and Scope of Project
4. Project Duration
5. Background of the Client
6. Description and Role(s) of Project Users
7. Number of Users
8. Number, Title and Role of Supplier Employees and Subcontractors
9. Client Contact Information

The Offeror must submit this information in **Appendix C, Offeror Project Reference**,

The Offeror must disclose any contract or agreement cancellations, or terminations within five (5) years preceding the issuance of this RFP. If a contract or agreement was canceled or terminated for lack of performance, the Offeror must provide details on the customer's allegations, the Offeror's position relevant to the allegations, and the final resolution of the cancellation or the termination. The Offeror must include each customer's Company or entity name, Address, Contact name, Phone number, and Email address.

The Commonwealth may disqualify an Offeror based on a failure to disclose such a cancelled or terminated contract or agreement. If the Commonwealth learns about such a failure to disclose after a contract is awarded, the Commonwealth may terminate the contract.

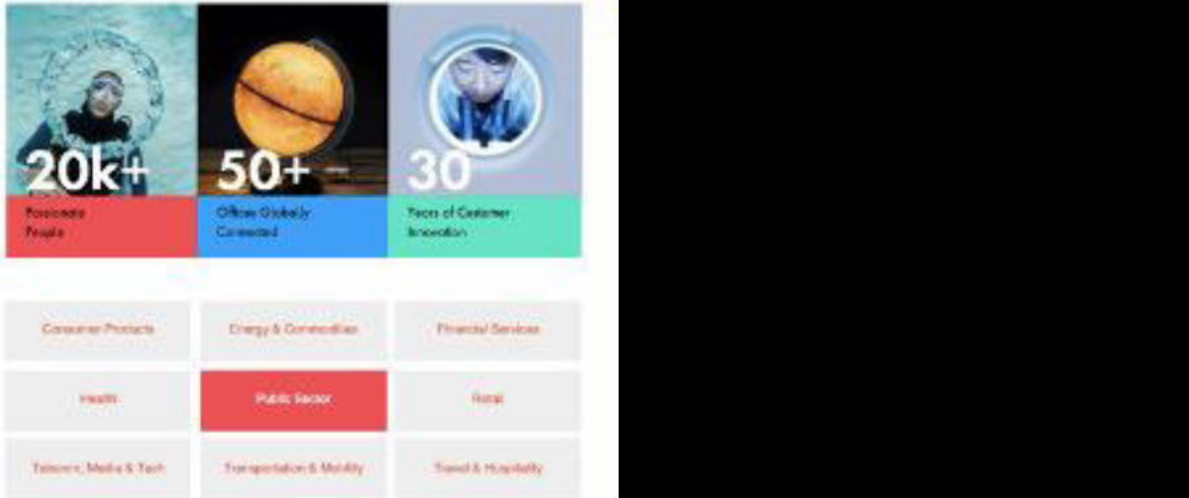
Offeror Response

Publicis Sapient (also known as Sapient Corporation) is a wholly owned division of Publicis Groupe. Publicis Groupe is based in Paris, France and publicly traded on Euronext under the symbol PUB. The company was established in 1990. Sapient Corporation has its headquarters in Boston, Massachusetts. We are a mature digital transformation partner with a purpose of helping established organizations and governments become digitally enabled to better serve their customers and thrive in the future.

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With 20,000 people and more than 50 offices globally, Publicis Sapient is a digital business transformation partner of choice, with nearly three decades of utilizing the disruptive power of technology and ingenuity to help digitally enable our clients' business in their pursuit of next.

Publicis Sapient at a Glance



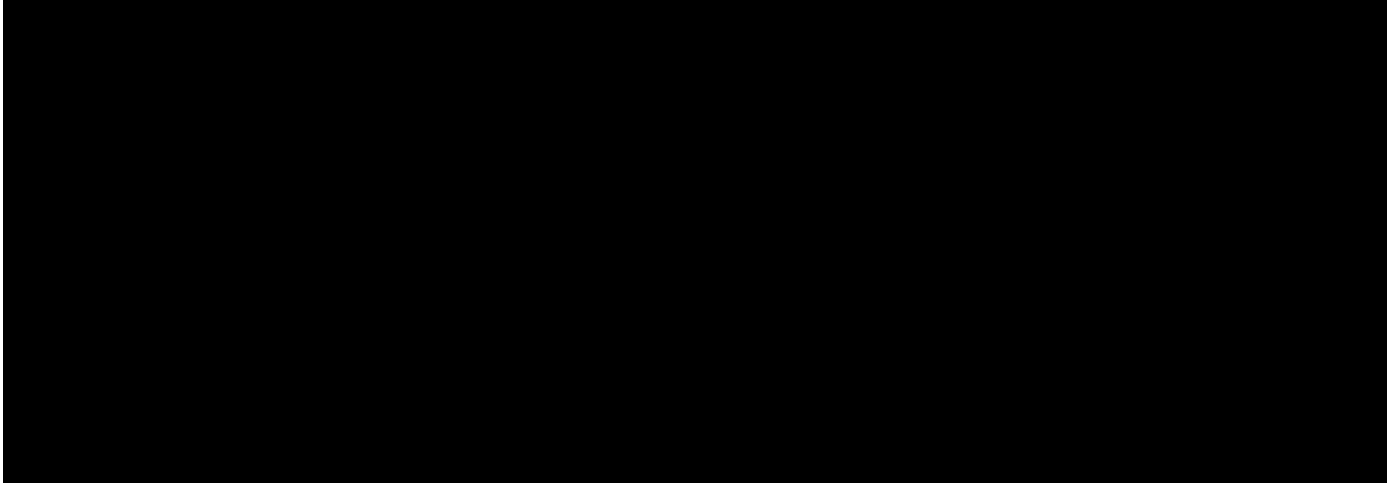
Our customers have come to expect from Publicis Sapient, a comprehensive, transparent and objective working relationship where we can offer them a broad range of services across industries and technologies in order to make a meaningful impact in their organizations and their relationships with their constituents and customers. In order to accomplish that, we have developed expertise across six capabilities we offer:

 <p>Strategy & Consulting</p> <ul style="list-style-type: none"> • Customer Experience • Strategy & Consulting • Digital Business Transformation • Technology & Engineering 	 <p>Customer Experience & Design</p> <ul style="list-style-type: none"> • CX Strategy & Transformation Programs • Product, System & Service Design • Branded Content • Digital Product Innovation (DPI) • Cognitive Experiences • Connected Environments 	 <p>Technology & Engineering</p> <ul style="list-style-type: none"> • Engineering Transformation • Experience Technologies • Microservices & APIs • Site Reliability Engineering • Cloud Engineering • Software Implementation
 <p>Marketing Platforms</p> <ul style="list-style-type: none"> • Omni-Channel Experience Platforms • Omni-Channel Campaign Platforms • Personalization • Marketing Operations • Marketing Resources Management 	 <p>Data & Artificial Intelligence</p> <ul style="list-style-type: none"> • Enterprise Strategy & Roadmap • Assessment • Implementation • Self-Sufficient AI Operating Model 	 <p>Innovation & Digital Product Management</p> <ul style="list-style-type: none"> • Digital Product Innovation • Digital Organization Enablement • Enterprise Agile Adoption • Global Product Engineering • IT & Application Modernization

As we move into Phase Two, assessing the technology enablers available to the Commonwealth, Publicis Sapient will leverage our relationships and extensive skillsets our team brings to the table, in order to provide the necessary objectivity to determine the right solutions specific to the Commonwealth's digital transformation and drive the intuitive user experience the public demands. Our strategic relationships with leading technology vendors allow us to create the right comprehensive team for this initiative.

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As mentioned above, Publicis Sapient works with clients across industries which strengthens us as a company to compile lessons learned we will share with the Commonwealth, that are not unique to any given industry. In addition to commercial clients, we have a vast amount of experience working with governments agencies around the world. We understand public sector and not only the challenges you have in common with commercial and private sector, but the unique challenges you face in delivering services in a highly digital environment.



Corporate Status, Legal Status and Contact Information

Sapient Corporation, d/b/a Publicis Sapient, is a C Corporation.

James Kessler, Senior Vice President

100 E. Penn Square, #4, Philadelphia, PA 19107

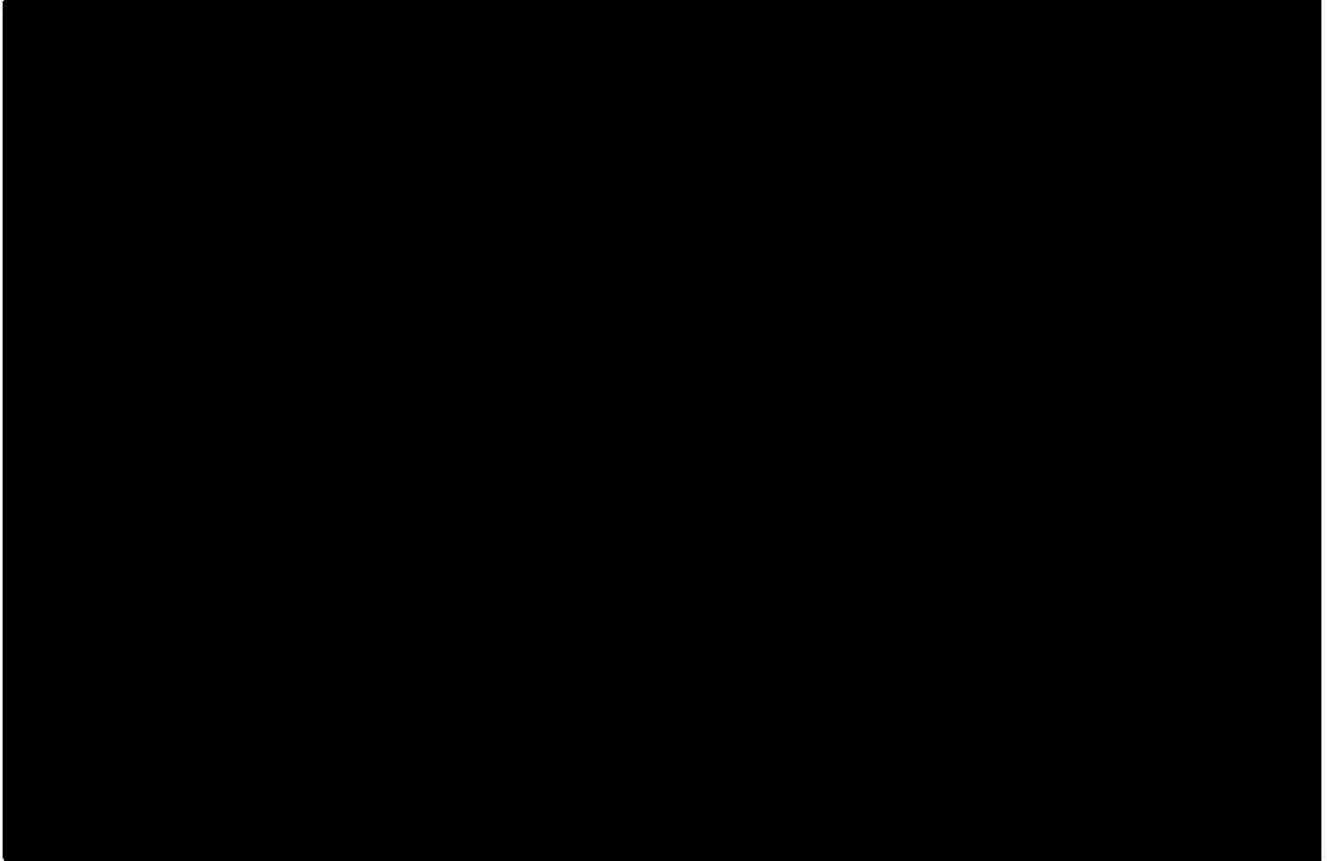
James.kessler@publicissapient.com

C: 617-504-0481

Some notable industry recognitions received recently include:

- Publicis Sapient named Leader in the IDC MarketScape: Worldwide Customer Experience Improvement Services 2020 Vendor Assessment
- Publicis Sapient named leader in The Forrester Wave™: Adobe Implementation Services, Q2 2020
- Publicis Sapient named Leader in Gartner's 2020 Magic Quadrant for CRM and Customer Experience Implementation Services, Worldwide Again
- Publicis Sapient designated a leader The Forrester Wave™: Global Digital Experience Agencies Q4, 2019.
- IDC recognized Publicis Sapient as a Leader in MarketScape Worldwide Digital Strategy Consulting Services, 2019.
- Publicis Sapient named Leader in the Forrester Wave for Global Digital Business Transformation Accelerators, Q1 2019.
- Publicis Sapient has been named a Leader in Gartner's 2019 Magic Quadrant for CRM and Customer Experience Implementation Services, Worldwide.

Preliminary Organizational Chart of the Project Team



B. Prior Experience

Include experience in services required to maintain and enhance public-facing government services. The Offeror should ensure that staff assigned to this project have experience in the following:

1. Requirements gathering and business process analysis
2. Enterprise Architecture Framework alignment
3. IT Infrastructure Library (ITIL) process conformance
4. Governance and industry standard frameworks
5. Application Development and Maintenance
6. Web Site Redesign
7. Web Site, Content and Application Migration
8. Visual Design
9. User Experience Design
10. User Experience Research
11. Information Architecture
12. Search Engine Optimization (SEO)

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- 13. Accessibility
- 14. Integration with multiple on-premise and cloud-based solutions
- 15. Analytics
- 16. Content Management and Production
- 17. Document Accessibility
- 18. SharePoint Administration
- 19. WordPress Administration

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

The Offeror shall align with the established Enterprise Architecture (EA) framework. Additional information about the EA framework is in **Appendix A, Commonwealth Enterprise Architecture Framework**.

Offeror Response

For 30 years, Publicis Sapient has obtained unparalleled prior experience researching, designing, developing, maintaining and enhancing public-facing websites and digital services in the public and private sectors. As one of the pioneers of the modern digital era, Publicis Sapient has partnered with hundreds of clients to transform thousands of digital services for the benefit of our clients' millions of customers and constituents. Stretching back a quarter of a century, Publicis Sapient has been in the vanguard of innovative digital, mobile and cognitive services, which have generated billions in value for our clients. Based on our extensive prior experience, history of pioneering and robust current capabilities, Publicis Sapient is routinely named a leader in independent industry reports:

- Forrester – Publicis Sapient a Leader in Digital Business Transformation Accelerators
- Forrester – Publicis Sapient a Leader in Adobe Implementation Services
- Gartner – Publicis Sapient a Leader in Customer Experience Implementation Services
- IDC MarketScape – Publicis Sapient a Leader in Customer Experience Improvement Services

Some recent and relevant examples of our extensive prior experience and joint accomplishments with our clients include:

Within the Commonwealth, we partnered with the [REDACTED] to completely transform their [REDACTED] and interactive digital services for their wide-ranging constituents. The engagement utilized all our cross-functional capabilities (the same requested in this RFP) and was delivered out of our local [REDACTED] office. Long-time PA citizen and industry veteran [REDACTED] lead the successful transformation for [REDACTED]; we are proposing [REDACTED] to lead this critical engagement for Pennsylvania.

Across the pond, we partnered with the [REDACTED] team to completely transform a wide range of digital government services at [REDACTED]. Publicis Sapient's government digital services strategy leader, [REDACTED], was seconded into the [REDACTED] team at the [REDACTED] for several years where they developed and open-sourced an extensive [REDACTED]. To date, based on the service tool kit, the [REDACTED] has saved over \$4 billion pounds. We are proposing [REDACTED] to be the digital transformation strategy lead for this engagement with the Commonwealth.

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company. Provide an overview of Key Personnel in **Appendix D, Personnel Summary Matrix**.

As indicated in **LB Objectives by Phase**, the Staffing Plan in **VII. Reports and Project Control** must demonstrate the Offeror's understanding of the dynamics among the Phases of the scope contained herein.

Resumes must exclude personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right-to-Know Law. This restriction includes home addresses and phone numbers, Social Security Numbers, Drivers' License numbers or numbers from state ID cards issued in lieu of a Drivers' License, financial account numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

The Commonwealth will assign a Program Manager who will serve as the liaison between the Offeror and Commonwealth agencies using the Contract. All pertinent aspects of the Contract, such as planning, design services and priority of Work Orders will be coordinated through the Program Manager.

Certifications

1. Offeror and subcontractor personnel must obtain ITIL 4 Foundation Level certification within six (6) months of being assigned to work under the Contract.
2. Team managers assigned to this contract must have ITIL Expert or ITIL Managing Professional certification
3. All Contractor and agreed upon subcontractor staff shall complete regular role and topic-based training using a Commonwealth approved training program such as Access University, Deque University, etc.
4. The Offeror shall ensure that within a year of being assigned this contract, at least one member of its Accessibility Staff is certified by the International Association of Accessibility Professionals (IAAP) for each of the following certifications:
 - a. Certified Professional in Accessibility Core Competencies (CPACC)
 - b. Web Accessibility Specialist (WAS)
 - c. Certified Professional in Web Accessibility (CPWA)
 - d. Accessible Document Specialist (ADS)
5. Copies of certifications for each resource must be provided to the Commonwealth Program Manager.
6. Microsoft Certified Solutions Expert (MCSE) + SharePoint Certification
7. Microsoft Certified Solutions Developer (MCSD): SharePoint Applications.
8. List Certifications for future platform.

The required skills for the Selected Offerors' personnel may change as technology and business needs evolve. The Commonwealth has final approval on all appointed or hired personnel that will be working on the Contract.

Key Personnel

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1. **Client Account Manager.** The Offeror shall designate a full time Client Account Manager who will be responsible for all activities in the Contract. The Client Account Manager shall interface with the Commonwealth Program Manager to coordinate all pertinent aspects of the Contract, such as planning and design services and priority of Work Orders. The Client Account Manager shall meet with Commonwealth Program Manager on a regular basis to review project activity, status of planned services, customer service activity, customer satisfaction survey results and any issues to be addressed by the Commonwealth. Required background and experience:
 - a. Business Relationship Management: Maintain a positive relationship with the Commonwealth and ensure appropriate services are developed to meet those needs.
 - b. Eight (8) years of experience leading previous successful projects of similar size and complexity, delivered on time and on budget.
 - c. Project Management discipline
 - d. ITIL 4 certification; ITIL v3 certification may be proposed if the ITIL V3 certificate holder obtains ITIL 4 certification within six (6) months of contract execution.
 - e. Leadership: Responsible for seeing projects through to a successful completion and leading a team to meet that goal using mediation and motivation skills.
 - f. Communication: Clear, transparent communication with everyone associated with projects.
 - g. Scheduling: Setting up a realistic schedule and then managing the resources to keep on track so the project can be successfully completed on time
 - h. Risk Management: Any factor that may potentially occur impacting successful completion of the project and have processes in place to help manage and mitigate risks.
 - i. Issue Management: Any factor that has occurred and impacted the project.
 - j. Cost Management: Manage and stay within the budget.
 - k. Negotiating: Ability to resolve disputes diplomatically so all parties concerned feel they are getting what they need to support the business.
 - l. Critical Thinking: Be as objective as you can in analyzing and evaluating an issue or situation, so that you can form an unbiased judgement.
 - m. Quality Management: Oversee the activities and tasks that are required to deliver a product or service at the stated level indicated in the project paperwork.
2. **Project Manager(s):** The Offeror shall assign one or more Project Manager(s) to execute the requirements in **V.E. Project Management**.
 - a. PMP certification
 - b. Task Management: Assign and manage tasks, especially those dependent on others.
3. **SharePoint (SP) Farm Administrator.** The SP Farm Administrator shall have experience with a large complex SP farm, i.e., more than one server, and be responsible for SP farm infrastructure design, installation, guidelines, and best practices. The SP Farm administrator shall install, configure, maintain, upgrade, and manage the SP farm. The Commonwealth has identified the following skills required for the SP Farm Administrator. In addition, the SP Farm Administrator must be qualified to act as an SP Site Collection Administrator, in the event the need arises.
 - a. Ten (10) years of experience in SharePoint
 - b. Microsoft Certified Solutions Expert (MCSE) + SharePoint Certification

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- c. Microsoft Certified Solutions Developer (MCSD): SharePoint Applications.
- d. Experience and expertise executing the Requirements in **V. H.1. SharePoint Farm Administration.**
- 4. **SharePoint (SP) Site Collection Administrator.** The SP Site Collection Administrator manages site collection components, i.e., site templates, list templates, web parts, site content types, permissions, groups, content, and structure. The SP Site Collection Administrator shall be responsible for a group of related sites, exercising full control of all site permissions and managing site owners. The Commonwealth has identified the following skills required for the SP Site Collection Administrator.
 - a. Ten (10) years of experience in SharePoint
 - b. Microsoft Certified Solutions Expert (MCSE) + SharePoint Certification
 - c. Microsoft Certified Solutions Developer (MCSD): SharePoint Applications
 - d. Experience and expertise executing the Requirements in **V. H.2. SharePoint Site Collection Administration.**
- 5. **Lead WordPress Developer.** The Lead WordPress Developer shall be responsible for building and maintaining WordPress websites. The Commonwealth has identified the following experience and skills required for the Lead WordPress Developer.
 - a. Ten (10) years of experience in WordPress
 - b. Experience managing software development projects, with hands-on architectural and distributed systems experience.
 - c. Experience building and operating highly available services.
 - d. Expert level of WordPress Development & Engineering.
 - e. Expertise working with APIs to create integrated, flexible products in WordPress.
 - f. Strong knowledge of Accessibility/SEO guidelines and best practices.
 - g. Technical Skills:
 - i. WordPress Theme and Plugin development
 - ii. WordPress CMS
 - iii. PHP functional programming and Object-oriented Programming (OOP) Functional) programming
 - iv. PHP and Javascript frameworks
 - v. MySQL / SQL Database management
 - vi. Linux/Unix/Windows server administration and shell scripting
- 6. **Product Architect.** The Product Architect shall manage the installation, use, maintenance, and user training for products proposed by the Offeror. The Commonwealth has identified the following experience and skills required for this position.
 - a. Ten (10) years of experience in Proposed product toolset
 - b. Relevant certifications for proposed product toolset.
 - c. Skilled in the following areas:
 - i. Training Commonwealth staff in the proposed product toolset
 - ii. Compatible technology environments that support the proposed product toolset, including but not limited to, server, database, and third-party software.
 - iii. Firewall and Security policies and procedures.
 - iv. Defined Patterns and Practices for the environment

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- v. Governance and guiding principles
 - vi. Branding, including but not limited to, responsive design and mobile design
 - vii. Ease of access and accessibility that complies with the requirements in **V.Q. Accessibility**
 - viii. Implementation of recommendations provided by Chief Accessibility Officer and Chief Data Officer
 - ix. Using the product to create personas and Artificial Intelligence (AI) in a web presence view.
7. **Data Management Administrator.** The Data Management Administrator manages and supports the efficient, transparent, and compliant management of records and information using content management, records management, and eDiscovery solutions. Administrator will work with IT resources and data subject matter experts to design, implement, and support solutions for managing data and digital content. Administrator manages the configuration of solutions for compliance with regulatory, business rules, and records retention requirements.
- a. Ten (10) years of experience in Enterprise Content Management, Records Management, Compliance Management, and eDiscovery
 - b. Ten (10) years of experience in SharePoint
 - c. AIIM Certified Information Professional (CIP) Certification
 - d. ARMA Information Governance Professional (IGP) Certification
 - e. Experience and expertise executing the Requirements in **V. K. Data Management.**
8. **Director of Digital Accessibility.** The Director of Digital Accessibility shall be responsible for planning, designing, building, and testing accessible digital content as well as providing regular training for Accessibility Staff. The Commonwealth has identified the following experience and skills required for this position.
- a. Three or more years managing a digital accessibility program and roadmap
 - b. Deep knowledge of accessibility standards i.e. WCAG, UAAG, ATAG and Section 508.
 - c. Strong auditing/testing experience using automated testing tools and manual techniques such as keyboard testing and user testing with assistive technologies (screen readers, magnification software, etc.).
 - d. Experience communicating and explaining accessibility concepts to cross-functional teams.
9. **Director of User Experience.** The Director of User Experience shall be responsible for the design and production of user-friendly, standards-compliant, high profile web applications and websites as well as providing regular training for digital staff. The Commonwealth has identified the following experience and skills required for this position.
- a. Bachelor's degree in design, human-computer interaction (HCI), or equivalent professional experience
 - b. 5+ years as a user experience designer, information architect, interaction designer or similar
 - c. Experience designing for a variety of form factors including mobile, mobile app, and desktop; an online portfolio or samples of work demonstrating experience

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- creating end-to-end, user-centered design solutions and patterns, across desktop and mobile devices
- d. Experience conducting user research and applying research finding
 - e. Experience working in a collaborative team and working directly with developers for implementation of design and familiarity with the technical considerations needed when designing
 - f. Ability to demonstrate designs with functional prototypes in HTML/CSS, or other tools such as inVision, Axure or similar
 - g. Excellent communication, presentation, interpersonal and analytical skills including the ability to communicate complex, interactive design concepts clearly and persuasively across different audiences and varying levels of the organization
10. **Quality Assurance Analyst(s).** The Offeror shall assign one or more Quality Assurance Analyst(s) to execute the requirements in quality assurance testing.
- a. At least 2-3 years of experience testing, automation, or coding.
 - b. Design and implement testing plans for all products.
 - c. Ensure that the final product satisfies the product requirements and meet end-user expectations.
11. **Developer(s).** The Offeror shall assign one or more front- and back-end developer(s) to execute the requirements in website and application development.
- a. 5+ years development experience building responsive and accessible web applications.
 - b. Basic knowledge of search engine optimization and accessibility best practices.

D. Subcontractors

Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The 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. For each position included in your subcontracting plan provide:

- 1. Name of subcontractor
- 2. Primary contact name and email
- 3. Address of subcontractor
- 4. Description of services to be performed
- 5. Number of employees by job category assigned to this project, and
- 6. Resumes, which are limited to two pages

Offeror Response

Publics Sapiant intends to include as part of our team several subcontractors who represent small diverse business and VBE certifications in the Commonwealth of Pennsylvania.

Our SDB is LingaTech who has been working with the Commonwealth across multiple initiatives such as web site modernization, accessibility and data management. Their experience in these tasks, as well

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as in-house Microsoft expertise, will bring value to our team as we move forward with this project. We will leverage LingaTech in multiple roles to support efforts around SharePoint and Wordpress at a minimum. We are committed to allocating at least 12% of the work to LingaTech

[REDACTED]
LingaTech
3800 Market St, Ste 204
Camp Hill, PA 17011

The second subcontractor we will include is a VBE registered with the Commonwealth of Pennsylvania, Intelligence Systems Group, LLC. ISG delivers expert cloud migration and IT services and will be part of our technical team bringing their expertise to the Commonwealth's transitioning activities. We will leverage their resources for Azure and SharePoint support. We are committed to allocating at least 3% of the effort to ISG.

[REDACTED]
Intelligence Systems Group, LLC
2684 Gloucester Dr Pittsburgh, PA 15241

Resumes separately attached.

Another partner we are including as part of our team for the Service Desk support is HCH Enterprises, LLC. HCH is an enterprise level Information Technology (IT) solutions provider enabling Internet Services, Information Systems Security, Data Networking, and Information Technology consulting.

HCH has the required qualified dedicated professionals to provide services meeting the needs of Federal, State and private sector clients. HCH provides services to the state of Rhode Island's Executive Office of Health and Human Services and the Department of Health meeting needs, and closing gaps in achieving objectives that improve healthcare and services for Rhode Island constituents. HCH has developed the States marketplace HealthsourceRI Contact Center, as well as a Virtual Contact Center in support of the Governor's response to the Covid-19 pandemic.

HCH is a registered MBE in several states and is in the process of being certified with the Pennsylvania State Unified Certification Program (PAUCP). Being they are not officially on the Commonwealth's SDB.MBE list, we did not include them in the SDB packet. We do believe however, they will be certified prior to project start date.

E. Background checks

Background checks are required for all Offeror and subcontractor employees who are working on the Contract.

1. The Offeror shall, at its expense, arrange for a background check for each of its employees as well as for the employees of its sub-service providers, who will have access to Commonwealth facilities, either through onsite or remote access. The background check is to be conducted, by the Offeror, prior to initial access by the employee and annually thereafter.

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- 2.□ Before the Commonwealth will permit an employee of the Offeror or its subcontractor(s) access to a Commonwealth facility, the Offeror must provide written confirmation to the office designated by the using agency that the background check has been conducted. If, at any time, it is discovered that an employee of the Offeror or an employee of its subcontractor has a criminal record that includes a felony or misdemeanor involving terrorist threats, 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 Offeror 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 to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The Commonwealth may withhold its consent at its sole discretion. Failure of the Offeror to comply with the terms of this paragraph may result in default of the Offeror under its contract with the Commonwealth.
- 3.□ The Commonwealth specifically reserves the right to conduct or require background checks over and above that described herein.
- 4.□ The Commonwealth shall have the right at any time to require that the Offeror removes any Offeror representative from interaction with Commonwealth. The Commonwealth will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Commonwealth signifies that a potential security violation exists with respect to the request, the Offeror shall immediately remove such individual. The Offeror shall not assign the person to any aspect of the contract or future Work Orders without the Commonwealth's approval.

Offeror Response

Publicis Sapient's hiring policy dictates that all its employees must undergo background checks. We utilize the services of Hireright Inc., (U.S.) and SecureSearch Screening Services (India) for pre-employment background screening services. We can also collaborate with client-preferred providers to perform these checks.

The major checks performed on the employees as a part of background investigations include:

- Education check
- Employment check
- Criminal check (7 Years)
- Address check
- Credit and database check
- SSN check (specific to US)

Our clients often have special security or confidentiality requirements and require an additional level of background screening for all people working on their projects. In such cases, Publicis Sapient works with partner background investigation firms to customize the screening service and ensure that all employees are screened and cleared before they start on the client projects.

We provide screening results to the client and Publicis Sapient stakeholders who requested the investigation. This includes compliance or non-compliance to each of the outlined requirements. On

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request, we can share the detailed background check reports as well. Only after the client is satisfied with the result, will the person be assigned to the project.

IV. 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

Our parent company Publicis Groupe's policy is to maintain a solid capital base in order to maintain the confidence of investors, creditors and the market and to support future activity development. A few Publicis Groupe key financial figures (in EUR million) as of H1 2020:

- Revenue: 5,278
- Operating income: 254
- Net income attributable to the Groupe: 136
- Free Cash Flow before change in working capital requirements: 495

Please visit this link for more detail on the financial results of Publicis Groupe. <https://www.publicisgroupe.com/en/investors/investors-analysts/financial-results>

V. Requirements

A. Commonwealth IT Background

The Offeror and its subcontractors shall review [Executive Board Resolution OR-20-019](#) and obtain a detailed understanding of the roles and functions of Commonwealth technology staff, including but not limited to:

1. Chief Information Officer (CIO)
2. Enterprise Solutions Office (ESO)
3. Enterprise Technology Services Office (ETSO)
4. Enterprise Information Security Office (EISO)
5. Chief Accessibility Officer
6. Chief Data Officer
7. Delivery Center Personnel
 - a. Chief Information Officer (CIO)
 - b. Solutionists
 - c. Business Relationship Managers (BRMs)
 - d. Project Managers (PMs)

The Offeror shall collaborate with Delivery Center BRMs and PMs to create discussion agendas with internal agency clients, e.g., agency Digital Directors. Digital Directors report to

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the Chief Digital Officer in the Governor's Office. A collaborative, cooperation business relationship is vital to the Offeror's success.

Offeror Response

Our development methodology is highly collaborative, and iterative. We like to involve our clients early and often. We believe a good client is one who engages with us in the spirit of partnership, who values the experience and skills we bring to the table and collaborates with us to jointly define the solution and execute the approach.

This method provides the business exposure to developments in the early phases of the life cycle, resulting in user acceptance testing at the end of each iteration. This particularly helps the business to start seeing the final deliverables during all iterations, therefore, providing early feedback and alignment to business objectives.

Our team will obtain an understanding of the roles and responsibilities of the Commonwealth technology staff, and collaborate with BRMs and PMs to ensure the success of the project.

B. Business Relationship Management (BRM)

BRM maintains a positive relationship with customers, identifies the needs of existing and potential customers, and ensures that appropriate services are developed to meet those needs. At the conclusion of Phase One, the Offeror shall shift its approach to accommodate the importance of BRM in Phases Two and Three. The Offeror shall engage with the Commonwealth team based on a collaborative, cooperative approach intended to accomplish Assessment, Planning and Transformation.

The Staffing Plan discussed in **VII. Reports and Project Control** must reflect the BRM emphasis in Phases Two and Three. The Offeror shall identify the resources that will be associated to the BRM role. The Offeror shall define and document for Commonwealth approval the following BRM sub-processes and procedures that will be followed throughout the contract term.

1. Maintain Relationships with the Commonwealth: To ensure that the Offeror continues to understand the needs of its Commonwealth customer and establishes relationships with potential new Commonwealth employees. This process is also responsible for maintaining the portfolio of Commonwealth contacts the Offeror engages with throughout the contract term.
2. Identify Requirements: To understand and document the desired outcome of a request, and to determine if the Commonwealth's need can be fulfilled using an existing service or if a new or changed service must be created.
3. Customer Satisfaction Survey: To plan, carry out and evaluate regular customer satisfaction surveys. The principal aim of this process is to learn about areas where Commonwealth expectations are not being met. The Commonwealth currently leverages a survey built and maintained via Survey Monkey. Should the Offeror wish to propose an alternative, that alternative must:

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- a. Be easy to aggregate data across versions to provide a holistic view of customer satisfaction. Must roll up into an enterprise-based metric, rather than simply a page or transaction.
 - b. Provide flexibility in deployment. Some sites are transactional in nature, while others are more information based. The survey is to prompt feedback for both scenarios.
 - c. Provide built in analytics and visuals. Must also allow for connection to other analytics tools, such as PowerBI, for custom dashboards and analytics.
 - d. Ability to be leveraged across the Commonwealth web presence, be light in nature for quick response.
 - e. In the event an agency already has a survey, the Offeror must work collaboratively with the agency to determine additional metrics.
 - f. In support of an omni-channel approach, face to face feedback also may be used in the form of interviews and feedback cards.
4. Handle Customer Complaints: To record Commonwealth complaints and compliments, to assess the complaints and to instigate corrective action if required.
 5. Monitor Customer Complaints: To continuously monitor the processing status of outstanding Commonwealth complaints and to take corrective action if required.

The Offeror shall propose additional processes it deems essential for the BRM role to be successful.

Offeror Response

Publicis Sapient agrees with the Commonwealth that the need for a BRM is critical to the success of both our relationship and the overall engagement progression and acceptance. The tasks and tools mentioned above are agreeable to us and are critical to the approach we will take, both with the Commonwealth team and the customers it serves. We believe this is not a single person and will include several leaders to support these roles and processes:

- James Kessler, Sr. Vice President, Public Sector. James will act as our executive sponsor for any escalations and will work with the team to review customer satisfaction and continual assessment of strategy and roadmap progression. James will align with the Commonwealth's executive sponsor and meet as needed along with a mutually agreed upon cadence (e.g., monthly or quarterly).
- Barbara Ferrara, Director, Public Sector. Barbara will lead the relationship from a business development perspective, managing customer satisfaction across all aspects of the Commonwealth's team as well ensuring our team is meeting, if not exceeding, your expectations.
- David Thorpe, Vice President, Customer Experience & Innovation Consulting. David will support the overall strategy for this engagement. He will oversee our efforts in developing the roadmap and focus on the user experience with your customers, keeping alignment with the overall strategy throughout the multi-phase timeline.
- Cliff Anderson, Vice President, Agile Program Management Global Delivery. Cliff will lead our execution and delivery efforts to maintain alignment to our Agile approach.

C. Customer Service Transformation (CST)

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The Offeror shall align its performance and deliverables under the contract awarded from this RFP with the design principles and requirements outlined in **Appendix E, Customer Service Transformation Principles**.

Offeror Response

Publicis Sapient acknowledges and agrees with this requirement, and will align our performance and deliverables with the principles outlined in Appendix E.

D. Governance

The Commonwealth adopted industry standard International Service Organization (ISO) 38500 as its Information Technology (IT) governance framework to balance business demands with service provider supply that promotes collaborative decision-making, shared accountability, and incremental innovation to encourage desirable behavior.

This adoption provides a standard consistent model for governing bodies to use when evaluating, directing, and monitoring the Commonwealth's Public Web Presence project and eGovernment service. Refer to the illustration below.

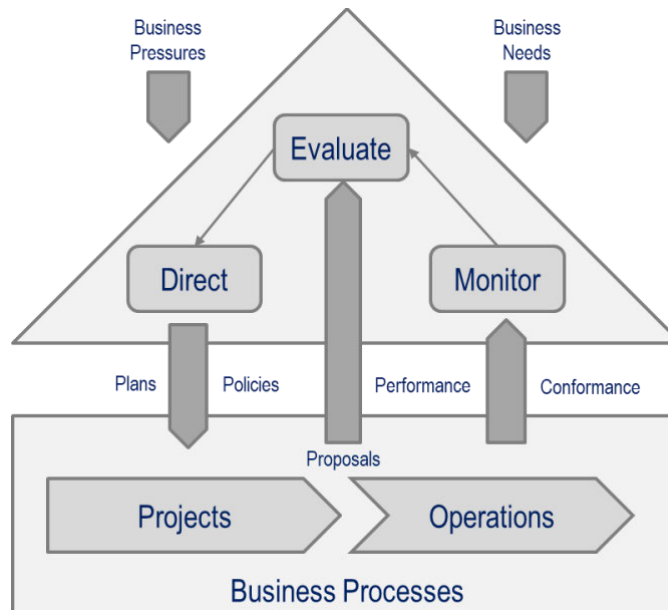


Figure 2: Commonwealth Governance Diagram

The Offeror shall work with the Commonwealth Program Manager to establish in Phase One a project governance process that leverages ISO 38500 and its six following principles.

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- 1.□ **Responsibility:** Those responsible for IT within an organization must have the authority to perform the actions for which they are responsible. Along with the responsibility and authority, accountability is paramount.
- 2.□ **Strategy:** An organization's business strategy should consider the current and future IT capabilities. IT strategy should reflect the requirements of the business strategy. IT and the business must be aligned to the same goals and strategy.
- 3.□ **Acquisition:** IT investment decision making should be clear and transparent, with an appropriate balance between cost and opportunity, with a clear understanding of risk and a long- and short-term view.
- 4.□ **Performance:** Ensures that IT is "fit for purpose". IT Service Management (ITSM) provides guidance on performance management.
- 5.□ **Conformance:** Requires the organization to ensure that IT complies with all regulatory and contractual requirements. Industry standards are beneficial in the assessment of compliance (i.e. ISO 27001, ISO 20000, etc.).
- 6.□ **Human Behavior:** Requires IT policies, practices, and decisions to respect human behavior.

The resulting project governance process shall be documented by the Offeror and provided as a work product to the Commonwealth. The Offeror shall maintain the document through cyclical updates as governance and metrics for the project mature. The process should focus on ensuring the right process is in place with the right people with decision-making authority for both the Offeror and Commonwealth. The process should support the separation of management from governance, address the establishment of guiding principles and supporting artifacts, and include sequential input and output workflows for escalations and direction to occur for project risk and issue resolution, and decision-making.

The Offeror also must provide for Commonwealth approval a RACI (Responsible, Accountable, Consulted, Informed) matrix to clarify and define the roles and responsibilities for each person within the cross-functional Commonwealth/Offeror PWP team. The Offeror may refer to **Appendix F, PWP RACI Matrix Example** as an initial draft and obtain background information from **Appendix G, Offeror Engagement Matrix**.

The Offeror shall document and establish operating concepts for each project decision-making body, detailing purpose, goals, objectives, membership, roles and responsibilities, action, interactions with other governing entities, and meeting frequencies. The Offeror shall leverage the Commonwealth's standard governance operating concepts template located in **Appendix H, Governance Operating Concept Template**. Remaining logistical details required by each governing body to function shall be documented through the creation and establishment of standard operating procedures, which will also be provided by the Offeror to the Commonwealth as a work product.

For each project governance meeting, the Offeror shall leverage the Commonwealth's standard meeting agenda and notes template located in **Appendix I, Meeting Agenda and Notes Template**. Each project governance meeting shall contain an agenda, supporting meeting materials, and meeting notes inclusive of decisions, risks, issues, and action items. Agendas

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and supporting meeting materials and artifacts shall be provided to governing body membership in advance of the meeting date, with the advanced duration days to be agreed to between the Offeror and Commonwealth. All supporting meeting materials shall be stored at a Commonwealth designated location.

The Offeror should work with the Commonwealth to identify and establish standard performance metrics for project governing bodies to monitor the performance and conformance of the Public Web Presence project. Performance metrics shall be included within the Public Web Presence governance process documentation.

1. **Work Order Management.** The Commonwealth will acquire services described in **Appendix J, PWP Service Catalog** using the Work Order Management Process and the costs outlined in *Tab 6, Transformation Services of Appendix K, Cost Submittal PWP*. Offeror shall assist in the definition, development, and documentation of business requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with users, stakeholders, and customers. All Work Orders will be based on the established governance process. The Offeror shall use the procedure outlined below for all Work Orders:
 - a. The Offeror shall refer to [ITP-BUS001 IT Planning and Projects](#) to prepare project submission documentation on behalf of an Agency. The Offeror shall collaborate with the appropriate Commonwealth BRM to ensure the accuracy and completeness of the Project Request Form. The Offeror will work with Agencies, through the appropriate Commonwealth BRM, to complete a Work Order Request that will be routed to the appropriate project governance committee for review and decision. The Work Order request will, at a minimum, include a description of the problem to be solved, a payment model preference, critical success factors, integration with existing systems and high-level requirements.
 - b. The Offeror shall be responsible for working with the agency to conduct an analysis of the initiative, developing a business case for the initiative, and presenting the initiative to the appropriate governance committee.
 - c. The appropriate governance committee shall be responsible for reviewing and making prioritization decisions. The Offeror shall work with the Commonwealth to establish the prioritization process that will be leveraged by appropriate project governing bodies.
 - d. After the Work Order Request has been approved by the appropriate governing body, the Offeror shall prepare a proposal that includes an effort estimate, approach, proposed number of personnel resources, resource type, i.e., IT, Digital Directors, Agency Program staff, etc., and solutions that might be leveraged to meet the business need. The proposal shall also outline application architecture and platform, interfaces to other systems, roles and responsibilities, payment model and timeframe for completion.
 - e. The Offeror and the Commonwealth shall meet to review the proposal and negotiate items as required.
 - f. The Commonwealth will issue purchase orders against the Contract resulting from this RFP to pay for services obtained through Work Orders.

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Depending on project activities and decisions needed for the project, there might be escalation, direction, or decision action needed by existing Commonwealth IT governance committees. The Offeror shall be prepared to collaborate and coordinate with the Commonwealth's Shared Services Transformation Officer to properly integrate project governance with the overall Commonwealth IT governance structure, where applicable. A visual depiction of the Commonwealth's IT governance structure is provided below, and a detailed overview will be provided to the Offeror.

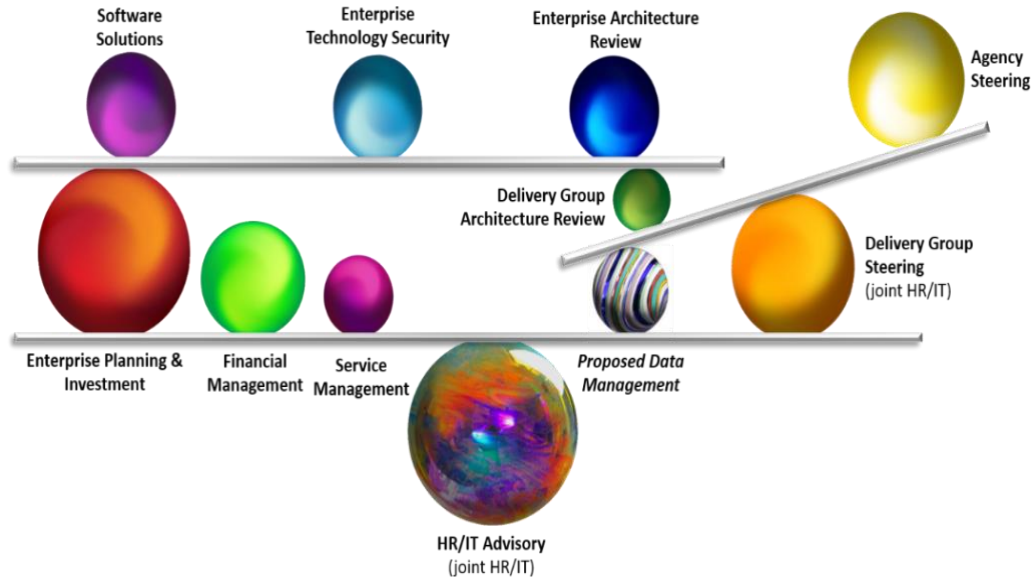


Figure 3: Commonwealth IT Governance Structure

Offeror Response

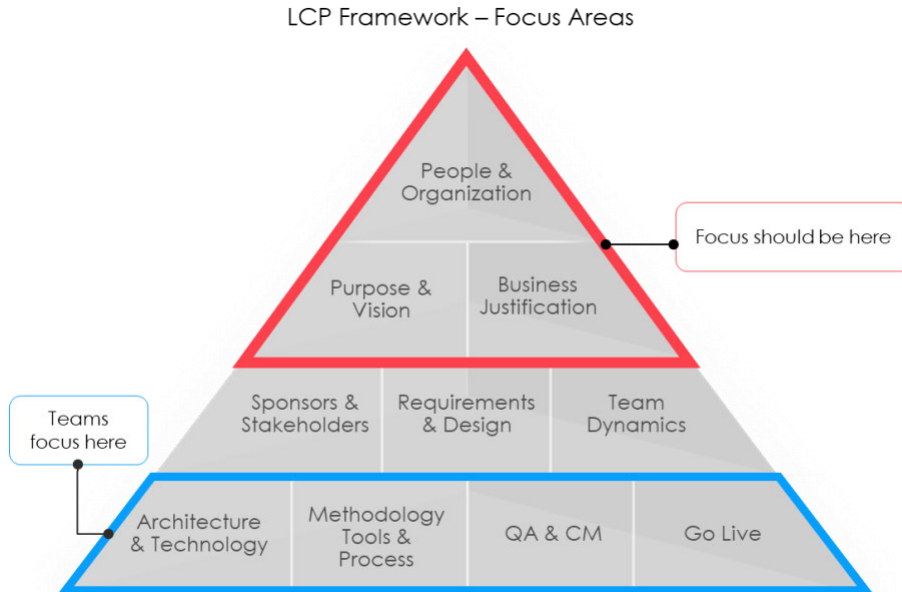
Publicis Sapient has comprehensively reviewed the Commonwealth's IT Governance requirements set forth in the Public Web Presence RFP including:

- ISO 38500 IT governance framework and its six principles
- Figure 2: Commonwealth Governance Diagram
- Figure 3: Commonwealth IT Governance Structure
- Appendix F, PWP RACI Matrix Example
- Appendix G, Offeror Engagement Matrix
- Appendix H, Governance Operating Concept Template
- Appendix I, Meeting Agenda and Notes Template
- Appendix J, PWP Service Catalog
- Appendix K, Cost Submittal PWP
- ITP-BUS001 IT Planning and Projects

We agree to follow the IT governance principles, practices and processes described therein. Moreover, and to the degree that it is valuable to the Commonwealth at the right time and place, Publicis Sapient will bring additional IT Governance principles, practices and processes to the engagement to supplement the stated RFP requirements. One example of additional value Publicis Sapient can bring is our proven

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and repeatable Large Complex Program (LCP) analysis framework, which has been applied to over 100 LCPs resulting in a vast database of best practices. The LCP analysis framework is depicted below at a high-level but has considerable detail in its repeated application across our client base. Our internal delivery governance processes often mandate its use to improve quality and reduce risk, unless its use conflicts or overlaps with client-mandated IT Governance policies and processes.



Strong IT Governance has been a hallmark of our company for three decades. Publicis Sapient was founded in 1991 on the premise to always deliver on our client commitments; we popularized the notion of fixed-time, fixed-price contractual delivery during a time when nearly all consulting engagements were open T&M. In order to achieve this commitment of on-time and on-budget delivery for our clients on a repeatable basis, we had to develop and practice exceedingly strong program delivery and IT governance principles, practices and processes. This strong fabric was woven into our delivery culture DNA and has resulted in a delivery track record three times the industry average while also enabling the right amount of innovation and agility.

E. Project Management

Project management is the process of leading the work of a team to achieve goals and meet success criteria at a specified time. The Offeror shall describe its project management processes, tools, methods, skills, and experience proposed for this project.

The Offeror shall provide project management services throughout the life of the Contract. These services include, but are not limited to, oversight of Offeror staff delivering and maintaining the work plan, communications management plan, requirements management plan, risk management plan, issue management plan, change management plan, time management plan, quality management plan, final report and lessons learned. The Offeror shall coordinate resources for and track completion of all Work Orders, as prioritized by the Commonwealth. In support of these services, the Offeror shall create and maintain all documentation and leverage a Commonwealth project collaboration location to store and share project materials.

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The Offeror shall create, maintain, and execute the following plans which are described in **VII. Reports and Project Control**. All plans should include supporting documentation and logs in a format agreed to by the Commonwealth.

1. Work Plan
2. Communications Management Plan
3. Requirements Management Plan
4. Risk Management Plan
5. Issue Management Plan
6. Time Management Plan
7. Change Management Plan
8. Quality Management Plan
9. Status Report
10. Final Report

Offeror Response

Publicis Sapient is proficient with all major software development approaches, but our standard way of working uses the Scaled Agile Framework (SAFe). We have hundreds of certified agile practitioners within our organization. We have also designed our Publicis Sapient “HOW” methodology, with SAFe as the centerpiece. Our methodology represents how we partner with clients to unlock customer and business value – fast.

- Ignite the case for Digital Business Transformation
- Hunt for value-creating opportunities
- Shape ideas into hypotheses
- Incubate solution candidates
- Build & Scale turning value propositions into real outcomes

We believe the route to success is via a highly- collaborative and mutually committed way of working - one team across us, our clients, and the other organizations that are involved in the journey. It’s about creating an environment where we work together as a cohesive unit with a balance between rigor and flexibility - fostering responsibility and responsiveness and remaining in step with the program goals. Using the project management activities described, we tailor our approach to align with client's internal delivery methodologies to find the right way of delivering together. The core aspects of our management approach are:

- Joint Program Management Office: Joint PMO to bring in the strategic value, stakeholder management and improved efficiencies, providing clear accountability at the project and program level to monitor, track, escalate and communicate status, issues and risks, and program leadership that understands the business domain and the nuances of stakeholder management to navigate and build consensus within the organization.
- Communication Plan: Our culture celebrates and promotes collaboration. We involve our clients deeply in the projects and solutions we deliver, building a high degree of trust, always using a forthright, direct approach to interactions and constantly focusing on doing the right thing for the client. We strongly believe that both partners accrue maximum benefit and value from such transparent, “open-book” relationship. We will create a communication plan which lists down the activities, objectives, attendees and frequency.
- Reporting: Regular Meetings and Reporting – a key aspect of communication within the Program is the creation and distribution of progress reporting, containing a status narrative, risks, issues, and

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dependencies. These reports are created as an output of regularly scheduled meetings. Each track and domain entity will produce a track/ domain Weekly Status Report. This is combined with the Release Managers Update to create the Release Report. This is then reviewed and signed off by the Leadership Team in the weekly Release Report Review Meeting.

- Risk Management: Our approach to risk management is built upon our philosophy of sharing risk with our clients. Our clients value this risk-sharing model. As a result, risk management is part of the fabric of our project management processes, tools and techniques, values and culture. Our approach to risk management is comprehensive in that it involves the project team, peers, clients, the industry or geographic location and the Global Delivery Operations (GDO) team.
- Stakeholder Management: We have a robust stakeholder management process, which encompasses identifying stakeholders, stakeholder analysis, establishing Stakeholder Engagement Plans, and stakeholder engagement.
- Change Management: Our change management methodology takes into account the critical success factors and integrates proven techniques that align the organization, optimize initial uptake of changes, make sure the changes stick, and deliver superior results. As part of change management, we understand the organizations ability and willingness to change and create a tailored change management plan and identify and establish the appropriate sponsorship for the change.













Moreover, as part of change management, we:

- Ensure sponsors and network fully understand their role and responsibilities
- Identify risks and develop mitigation strategies and effective practices.
- Align change management plan with program management milestones and activities to proactively communicate and manage points of resistance.
- Develop metrics and scorecard to measure and track progress/adoption.
- Quality Management: Our quality framework ensures user and business involvement throughout the phases of the project, iteration, multiple and early releases, and ongoing quality tests to deliver high-quality results upon completion. We also have a dedicated Quality Director overlooking project delivery and the overall outcomes of quality and productivity. This includes assessment of multidisciplinary delivery health, project management, and industry best practice in technology architecture.

For bug tracking, issue tracking, and project management, we use JIRA (Proprietary tool by Atlassian). It enables creation of milestones, due dates, and enables distribution of work across the entire software team. Additionally, it helps prioritize and provide visibility to the team's deliverables. JIRA Agile unlocks the power of Agile and enables creating and estimating stories, building a sprint backlog, identifying team commitment and velocity, visualizing team activity, as well as reporting on team progress. Additionally, JIRA Agile integrates with JIRA, Confluence, and development Tools like Stash for a seamless developer experience.

A snapshot of our project management activities and tools used to successfully perform them is depicted below:

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 Schedule Management JIRA & JIRA Agile For scheduling, tracking, and monitoring project performance	 Configuration Management Git For version control	 Communication Plan Covers project communication framework and addresses project key internal and external needs
 Risk Mgmt. / Defect Prevention Risk management plan supported by JIRA risks Used for risk identification, mitigating planning and impact analysis	 Escalation Management Escalation plan, templates supported by JIRA labels Covers escalated items, people/roles	 Requirement Change Mgmt. Used for tracking requirements changes
 Issue Tracking Used for logging and tracking project issues	 Effort Tracking Used for capturing, tracking and reporting efforts	 Training For scheduling/managing project specific training
 Process Improvement Identifies areas of improvement through client feedback, team meetings, reviews, audits, iteration checkpoints and retrospection	 Resource Management Supports identifying the right skill sets in line with project requirement	 Quality Management Standard tools & templates to measure & manage code & deliver quality

F. IT Service Management

The Offeror shall provide an end-to-end plan for the creation, delivery, and continual improvement of the Public Web Presence service. The plan should be based on the Information Technology Infrastructure Library (ITIL) 4 framework, which provides a new digital operating model that is both practical and flexible and expands processes into practices.

The Offeror shall leverage and use existing Commonwealth service management processes for each of the following.

1. Service Asset and Configuration Management. Refer to **Appendix N, Service Asset and Configuration Management Process**
2. Incident Management. Refer to **Appendix L, Incident Management Process**
3. Change Management. Refer to **Appendix M, Change Management Process**
4. Service Catalog Management. Refer to **Appendix R, Service Catalog Management Process**
5. Knowledge Management. Refer to **Appendix O, Knowledge Management Process**
6. Problem Management. Refer to **Appendix P, Problem Management Process**
7. Release Management. Refer to **Appendix Q, Release Management Process**

The Offeror shall provide a plan for the service management processes it intends to use for operating and providing the Public Web Presence service to the Commonwealth. Where a Commonwealth service management process does not exist, the Offeror shall plan to define and document the process and procedures for review and approval by the Commonwealth. Newly

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developed processes and procedure documents will be provided to the Commonwealth as a deliverable of the contract. The Offeror shall, at a minimum, define and document the Service Request process for Commonwealth approval. Service Request is to include steps and procedures for adding a new service to the PWP service catalog and implementing the service within the technical environment. Service Design principles and Federal Enterprise Architecture framework shall be considered and leveraged when defining the Service Request process and design of new services.

The Offeror will be onboarded with access to the Commonwealth's ITSM tool to process transactions for the Public Web Presence service. The Offeror should provide the number of users that will need access to the Commonwealth's ITSM tool. The following processes are automated within the Commonwealth's ITSM tool.

1. Service Asset and Configuration Management
2. Incident Management
3. Change Management
4. Catalog Management
5. Knowledge Management
6. Problem Management

For incident, change, and problem tickets to be submitted and processed, Configuration Items located within the Offeror's cloud environment must reside within the Commonwealth's Configuration Management Database (CMDB). The Commonwealth leverages discovery tools to automatically scan the technical infrastructure environment and populate the CMDB with configuration items. To accomplish population of the Commonwealth's CMDB, a mid-server to handle communications could reside within the Offeror cloud environment where the servers are located to host the service.

Alternatively, the Offeror can provide an Excel file containing the required configuration data for uploading the configuration items to the Commonwealth's CMDB. After the initial population of the CMDB, the Commonwealth's Service Asset and Configuration Management process outlines activities to maintain the configuration items. The Offeror shall describe its approach for populating configuration items within the Commonwealth's CMDB. The Offeror's approach will need reviewed and approved by the Commonwealth.

While some service management processes do not require automation within a tool, the Offeror should explain the processes that require automation and the rationale. The Offeror shall present a plan to work with the Commonwealth for tool automation.

Offeror Response

Publicis Sapient delivers 24x7, high-value, cost-effective technology and operations support. Our methodology has evolved over more than 25 years of successfully building and supporting complex, large-scale, mission-critical applications for our clients. Since our inception, we have been providing ongoing maintenance and operational support services to our global clients. We have relevant industry best-practices experience and capability certification, and our support operations are aligned to the ITIL framework that will enable us to run and manage PA systems while adhering to all the support SLAs.

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We leverage our comprehensive set of processes, our accelerators, frameworks and best industry tools, along with our learning and reusable assets that will define our strategy and overall plan for stability, availability, security and efficiency of PA sites and applications. Our goal is to achieve a more efficient use of tax dollars while enabling the citizen to interact easily with the Commonwealth.

Our approach blends industry best practices of ITIL and ITSM with our extensive expertise on marketing platforms, along with our production engineering-driven approach that is designed to drive three key benefits: **Business- and Customer-First Mindset, Reducing Waste and Accelerate Value.**

For support operations, we have 100+ ITIL certified SMEs (Currently V3 and in process of aligning to ITIL V4, as it has been launched only recently) along with other relevant cloud & DevOps certifications across our people. At an organization level, we are also ISO-certified to ensure the quality of our work.

We have created all our support processes (Incident, Problem, Change, Release, Configuration, etc.) based on ITIL guidelines and have automated these within our ITSM tool – ServiceNow. We would very comfortably be able to adapt to PA support processes and leverage your ITSM tool. We would understand these process workflows along with their quality and approval gates during the transition period and beyond.

To ensure predictable and consistent processes across applications and business lines, we will implement certain actions using PA's ITSM Tool as the primary platform which includes:

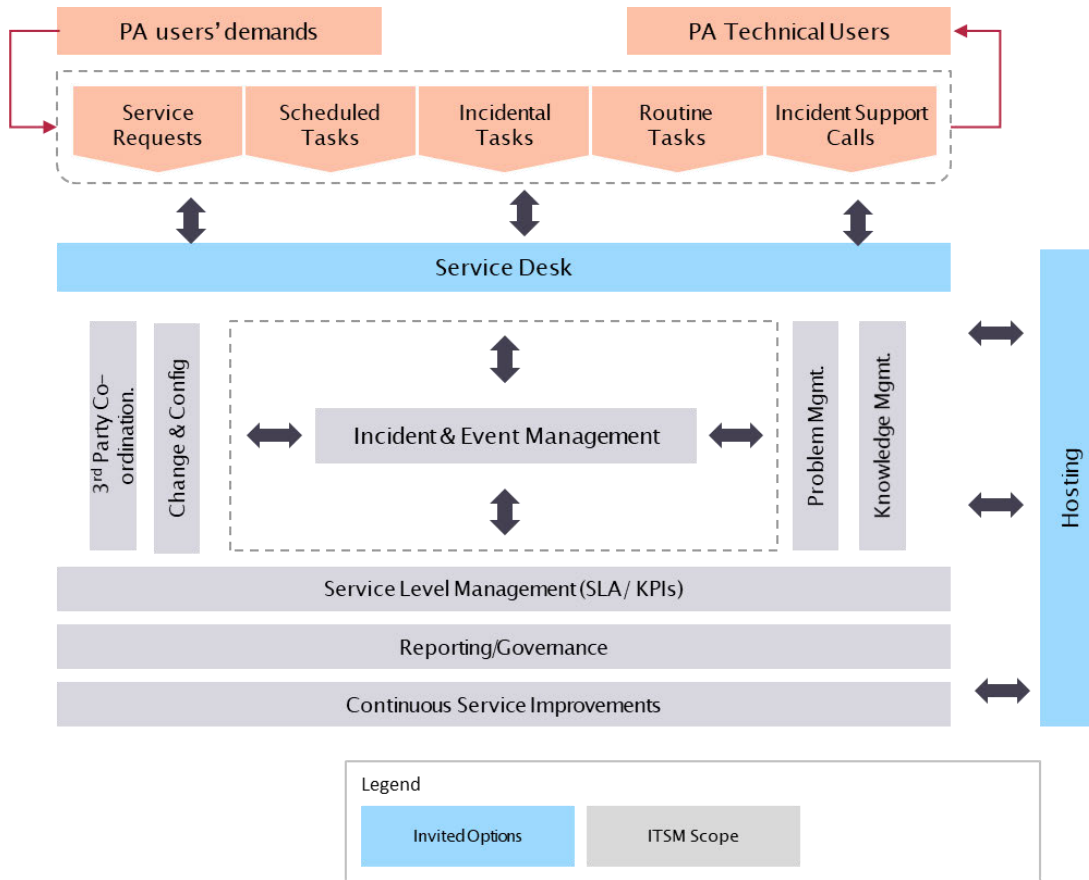
- a) ITIL Compliant Processes and Standardized workflows;
- b) Roll out Consistent Application Operations;
- c) Centralize Knowledge Management;
- d) Centralize Reporting and Distribution of Dashboards;
- e) Focus on Reliability and Stability;
- f) Enforce Strong Governance and Communication; and
- g) Establish Service Excellence Practice.

Our approach to IT Service Management is governed through automated processes for Incident, Change, Problem Management, etc. within ServiceNow. We will review the PA processes and automation within your ITSM tool to provide a modern solution which acts as a single system of action, materially transforming the way services are delivered and improves overall business experience.

Leveraging the ITSM Tool for an accurate configuration management database (CMDB), we would enable PA technical users to understand the IT environment, particularly in the areas of service impact analysis, asset management, and compliance and configuration management to provide a single system of record for IT. We would additionally introduce and upgrade Service Catalog as needed within the ITSM Tool for enabling self-service requests for business users and aim to reduce the ticket volumes along with bringing in process standardization.

Captured below is a snapshot of our ITSM-aligned Operating Model for support operations:

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G. Transition Services

The Offeror shall transition the Commonwealth’s public facing SharePoint and WordPress web sites to the appropriate technical environment, per the following requirements:

1. **Inventory** – The Offeror shall migrate all websites in **Appendix S, Inventory of Sites and Custom Applications** and **Appendix T, Express Forms Metrics**.
2. **Publishing** – The Offeror shall establish, at a minimum, two environments:
 - a. **Production** – This environment will house static public-facing content.
 - b. **Quality Assurance (Staging)** – This will be a working environment (sandbox) to enable approval workflow.
3. **Templates** - The Offeror shall use the Commonwealth’s standard templates and master pages for a consistent look and feel across Agency sites. The Offeror shall use a consistent user interface in accordance with the established [ITP-SFT002 Commonwealth of PA Design Standards](#).
4. **Integration** – The Offeror shall establish and verify connection points between internal systems.

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5. **Mobile Applications** - The Offeror shall assess the mobile IOS and Android apps developed by the current supplier and work with the Commonwealth to establish proper access to the Commonwealth's Apple and Google Play stores.
6. **IT Service Management** - The Offeror shall work with the Commonwealth to understand and adhere to the following Commonwealth IT Service Management processes and procedures, and onboard to the Commonwealth's IT service management tool in preparation for managing and operating the services upon transition completion. Service Asset and Configuration Management must be addressed first as the foundation to submit incident tickets and change requests. Refer to **V.F. IT Service Management**. The Offeror shall work with the Commonwealth to have Commonwealth accounts established for access to the IT Service Management tool.
 - a. Service Asset and Configuration Management
 - b. Incident Management
 - c. Change Management

Offeror Response

Our proven approach of "de-risked transition" has been instrumental in gaining the right knowledge of client systems upfront with consistent alignment across the parties involved. We focus on "as-is" transition of the current state systems; in parallel, we identify the high-level opportunities for improvement. During the entire transition phase, our teams adapt to the new systems and understand them completely in order to cut over smoothly to service delivery.

We will use the transition to identify all gaps, sources of incidents/defects, architectural flaws, areas for improvement in ways of working and sources of duplication across overheads, communications, status reporting and people to build a backlog of opportunities for improvement.

Based on the information provided in the RFP, we have tailored our approach that encompasses four keys steps to the transition of services - Initiate, Knowledge Transfer, Transition and Operate.

We will work towards ensuring the transition will happen smoothly without causing any interruption or disruption to the operational environment or BAU running and support of services. As part of our approach, we define clear entry and exit criteria to ensure all the dependencies are mapped and managed, as well as defining clear roles, responsibilities and accountabilities across all parties. Additionally, we will define, track and report on success criteria as we move through each step of the process successfully, building confidence with the Executive Sponsorship Committee that we are progressing on schedule to achieve a full handover and transition of the operational responsibilities.

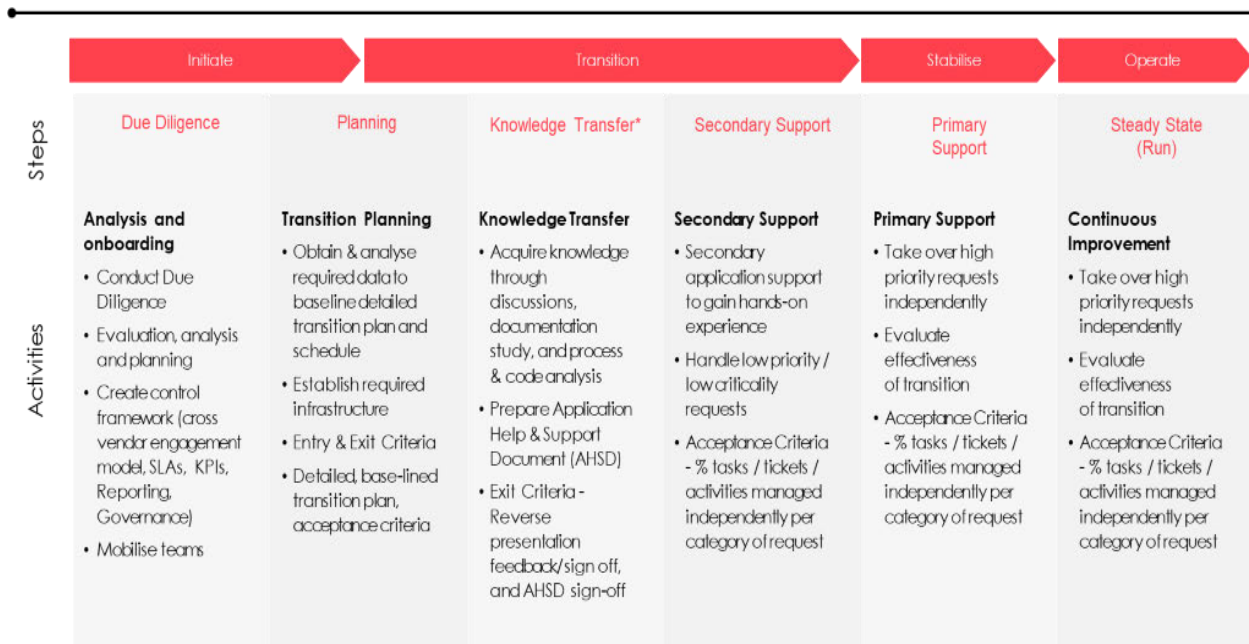
We have a proven transition track record and have managed a number of large and complex transitions for various clients across the globe. We leverage our global program management and engineering strengths to deliver a seamless transition.

Our method and approach are designed to move through the transition quickly with a strong focus on "operate." From the outset we will work closely with existing vendor and business SMEs to build the required relationships and bridges to enable a path towards optimization.

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Captured below is a snapshot of our approach to ensuring a successful transition that is spread across the following key phases:

16 – 24 weeks



As part of this approach, we define the categories of incoming transition of applications (Not Acceptable, High Risk, Unstable, Stable) based on their current state of support operations, depending on their maturity, number of tickets and backlogs, documentation, architecture review and other key parameters.

To ensure that we inherit and accept the applications in the desired state, we focus on:

- Architectural information – from principles and strategy through to specific designs, patterns and how this has informed the implementation of packages.
- JIRA backlogs of stories, features and functions so we know exactly what kinds and volumes of changes are needed for the different teams, skills, and technologies.
- Quality and test strategies which help us understand how the teams measure and track quality today, and how we can address any inherited quality issues, as well as any test automation scripts and tooling used to help accelerate unit, system or functional testing.
- Ensure that support documents (Runbooks, etc.) and procedures are available with PA during the transition phase.
- Full access to historical information on prior incidents, RCAs, aged backlogs of tickets across service requests, access requests through to problems and any Development Factory handoff.
- Incumbent SME’s will be available for knowledge transfer (KT).

During the Knowledge Transfer phases, we expect PA (with support from the existing team members as needed) will help Publicis Sapient in:

- Understanding the services in scope;
- Understanding the As-Is process and how the adapted process is envisaged;

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- Sharing all process documentation: Process maps, work instructions, SOPs, System guides, Domain log, IPs, etc.;
- Assisting in planning the Knowledge Transfer (KT) plans with Publicis Sapient to ensure that knowledge transfer imparted to Publicis Sapient teams by PA and the existing supplier are comprehensive and complete.

During every step in the Transition Process, from initiation through to cutover completion, we will record when a Stage is completed and we are ready to move into the next Stage. This will flag any potential issues that could put the planned cutover date at risk at the earliest possible stage, as it will allow us to mitigate any issues, and only allow a stage to pass when we are confident and comfortable to do so. We expect the following as-is documents as part of the acceptance of transition:

- Published metrics & SLAs;
- Service requests, incident and problem logs from previous 12 months;
- FAQs, Knowledge Base Updated;
- Details of current open tickets;
- Any trend analysis or preventive maintenance documentation.

H. Current Content Management Systems (CMS) Administration (Phase 1 through Site Decommission)

1. **SharePoint Farm/WordPress Administration** - The Commonwealth requires a multi-server farm implementation.
 - a. Configuration of central administration for a fully functional enterprise environment
 - b. Installation, configuration, maintenance, upgrade, and management of an enterprise farm
 - c. Organization of all service applications, i.e., search, metadata, and user profiles
 - d. Profile Synchronization
 - e. Search Administration
 - f. Creation of a content database
 - g. Execution and maintenance of backups
 - h. Deployment of custom features
 - i. Management of rights to the Servers containing the product instances
 - j. Management of Certificates and security of the environments
 - k. Integration of Active Directory (AD) and Exchange
 - l. Patch Management (Validation and Testing) - Responsible for farm infrastructure design, installation, guidelines, and best practices.
 - m. Best Practices Enforcement in accordance with the governance model
 - n. Day to day support of System Administrators
 - o. Day to day support of Farm Administrators
 - p. Third Party Configuration
2. **SharePoint Site Collection / WordPress** - Webmaster content manager for multiple agencies, departments
 - a. Physical manufacturing tool (HTML5, JavaScript, etc.)
 - b. Can view, add, delete, or change all content in any site of the site collection.

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- c. Manage Lists - Create and delete lists, add, or remove columns in a list, and add or remove public views of a list.
- d. Override Check Out - Discard or check in a document that is checked out to another user.
- e. Add Items - Add items to lists, add documents to document libraries, and add Web discussion comments
- f. Edit Items - Edit items in lists, edit documents in document libraries, edit Web discussion comments in documents, and customize Web Part Pages in document libraries.
- g. Delete Items - Delete items from a list, documents from a document library, and Web discussion comments in documents.
- h. Use Client Integration Features - Use features which launch client applications. Without this permission, users will have to work on documents locally and upload their changes.
- i. Use Remote Interfaces - Use SOAP, Web DAV, or SharePoint Designer interfaces to access the Web site.
- j. Enumerate Permissions - Enumerate permissions on the Web site, list, folder, document, or list item.
- k. Typically, use tools such as SharePoint Designer to edit style sheets, JavaScript, master pages, page layouts, custom web parts, and custom workflows.
 - i. Apply Style Sheets - Apply a style sheet (.CSS file) to the Web site.
 - ii. Apply Themes and Borders - Apply a theme or borders to the entire Web site.
 - iii. Add and Customize Pages - Add, change, or delete HTML pages or Web Part Pages, and edit the Web site using a Windows SharePoint Services-compatible editor.
- l. Create sites and grant ownership and control of sites to designated users.
 - i. Can change the settings for any site within the site collection.
 - ii. Can add and remove users to and from sites.
- m. Manage site collection components, such as site templates and list templates, web parts, site content types, permissions, groups, content, and structure, and more.

Offeror Response

We will create a project transition plan to layout the task and activities to be performed to efficiently transition the CMS administration. This transition plan will identify the team responsible for a successful transition, and the tools, techniques, and methodologies required. It also includes contingency planning and risk mitigation. An impact statement is formulated in the plan to outline the potential impact of the transition to the existing infrastructure, operations and support team, as well as to the users.

SharePoint Farm Administration

Within SharePoint, we will use Central Administration to perform administration tasks. Central Administration can see a variety of site collection administration features and manage the following activities:

Application Management

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In Application Management, we will perform tasks like creating new web applications and site collections. We can manage the services that are installed on the Commonwealth SharePoint site such as Word, Excel or BCS, while managing the Commonwealth's content database.

We can also perform tasks including modifying the properties of the content database, activating features, and creating new site collections.

Monitoring

Monitoring is the central place where we will manage reporting, monitoring, and the status of the Commonwealth's SharePoint site. This can cover Health Status, Timer Jobs and Reporting.

Security

Security settings is all about the security in the main browser UI, where administrators can assess specific permissions that relate to users for their sites. Security covers many areas such as –

- Management of administrator accounts
- Configuration and management of service accounts
- Management of password change settings and policies
- Specifications of authentication providers, trusted identity providers
- Antivirus settings
- Blocked file types
- Self-service security
- Secure token services
- General Application Settings

In General Application Settings, we can configure a number of general options for the Commonwealth's SharePoint site collections and sites such as send mail to users.

We can also manage a number of deployment and approval options such as content deployment location and approvers of that content.

System Settings

We can configure server-centric settings such as farm-level or access features, or even manage services like Excel and Word Services, which are available to the users of the site collection. We can manage these types of settings from within the System Settings site.

Backup and Restore

Using this feature, we can backup and restore the Commonwealth's SharePoint site. The backup and restore feature enables us to create and schedule regular backups for SharePoint, perform ad hoc backups, restore from a previously backed-up SharePoint site, etc.

Upgrade and Migration

This type of activity can be done in the Upgrade and Migration section of the Central Administration site. We can also install service patches, check on installation, and upgrade progress from within this part of the administration toolset.

Configuration Wizard

It is simply a step-by-step wizard that configures SharePoint Server. We can run it again after installation to change some of the configurations on PA commonwealth SharePoint server.

Apps

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Apps is a new category within the Central Administration site that enables us to manage different facets of the apps that are installed on your SharePoint instance, such as managing the licenses, ensuring apps are running and performing in an error-free way, and managing the App Catalog.

WordPress Administration

In WordPress we will complete basic Administration via the Administrating Screen.

Administration Screens

The Administration Screen provides access to the control features of WordPress installation, etc. Within it, there are toolbars and main navigation, and the footer and main work area has links to various administrative functions which are displayed at the top of each Administration Screen.

WordPress is one of the most powerful CMS for managing the content, features, and structure of a Site. For most of the regular site maintenance features, WordPress offers out of the box capabilities that we will adhere to unless there are custom requirements to alter those features.

Below is the list of capabilities which we manage via WP's default toolset:

- Theme Installation: Parent-Child theme management
- Content Entry: With the powerful WYSIWYG editor WordPress offers the nice capability to handle the content entry
- Content Structure: For the basic level of the content hierarchy, we use WP default content Structure using term/taxonomy
- Feature Extension: We use stable and powerful plugins from the WP community for any feature extension where community plugin meets our requirement
- We partner with clients having highly complex, very high traffic WordPress CMS-based sites and regularly perform the below activity
- Extending WordPress: We have built many WordPress plugins to extend WordPress features by strictly following WordPress guidelines along with high quality and performant PHP coding
- Theming/Design Integration: We have developed many WordPress themes for custom brand design and follow strict guidelines for on-page performance
- Single Sign-On: In most enterprises, the login authentication and authorization are governed centrally; We have integrated SSO successfully many times
- Scaling: We believe in the "Software Should Always Scale" principle; since our most of the WordPress installations deliver mission-critical web-property of our clients, scaling is one of the things on which we always focus.
- Deployment: We have deployed WordPress on varieties of Cloud Setup like Amazon EC2, Elastic Container services, with Automated Pipelines for CICD

I. Proposed Content Management System (CMS) (Phase Three)

The Offeror shall provide a Content Management System that enables profile management and consistent creation, editing, and management of web content for non-technical users.

1. The CMS must align with the following objectives:
 - a. Train Agencies on organizing, indexing, and tagging content to enable better search results

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Offeror Response

All metadata associated with a content item is extracted during the upload process. Additionally, metadata conventions can be used to apply tags and information based on pre-set rules. Further, AEM metadata tagging allows content to be categorized and organized. Tags can be classified by a namespace and a taxonomy. Multi-level taxonomies and categories is supported via configurable AEM metadata schemas and metadata options (called multiple metadata schemata). AEM provides very flexible and configurable metadata schema that can be modified as per your content types for easier categorization, tagging and better search results. AEM allows you to tag and organize assets, pages and other content items using the metadata schema.

b. Allow Agencies to publish and update content directly to the web, using established standards

The AEM platform is designed with the concept of an Author and Publish environment. All content changes are first made and approved within the Author environment and, after going through an approval or activation workflow, are then promoted to the Publish Instance. When ready, the content is published to the Publish environment. Here, your pages are made available to your intended audience, per the entire look-and-feel of the interface that you have designed.

c. Support and encourage Responsive Design

AEM has a browser and touch-based UI with responsive web design (RWD) built entirely on vectors for editing and moderation of activities and workflows in the authoring environment. AEM author environment emulators enable non-technical users to create and preview customized content presentations for different types of devices. AEM provides a variety of adaptive & responsive design tools and utilities including support for CSS3, the ability to deliver a single HTML code set to all mobile devices, optimized asset delivery (i.e., proper image resolution for iPhone, iPad, Android), and automated device detection and mobile device emulators & previews. AEM natively supports publishing content in multiple formats, such as HTML, XML, JSON and PDF. Responsive design support enables mobile authoring and “lay outing” sites for different device types. AEM offers both server-side and client-side mobile device detection to optimize page rendering or to provide the client with alternate website versions. The AEM Author environment provides in-context editing that allows the content producers to preview how the site will render at different breakpoints and emulate the most popular devices. The AEM content repository allows content to be shared across all properties managed by AEM. So, whether you are managing a set of responsive sites, adaptive sites and/or mobile applications, all content and assets stored in the system are available.

d. Encourage Agencies to migrate websites to the new PA.gov design

AEM provides authors and administrators several user-friendly, 100% browser-based, WYSIWYG interfaces to create, edit and interact with content in the system. AEM offers a web-based authoring environment centered on a template-based system that allows authoring without requiring any knowledge of HTML or programming. Templates are composed of paragraphs and paragraphs contain components. The site is viewed and edited directly in a WYSIWYG interface. Clicking on specific components allow users to AEM rich text editor provides a very user-friendly means to create and edit content. AEM offers a broad palette of content authoring components and tools, such as a Rich Text editor, Image editor, Web Form editor, List generator/editor, column controls, etc. Users can select any of the out of box available templates or create their own template to start building the page. Within the template users can select any component, drag-drop and visually place content on the page. AEM provides several components out of box including images, text, videos, forms, sitemap, etc. AEM provides several templates out of box that users can select to build their pages. Customers users can customize the existing templates or create new templates if required.

e. Provide a library of commonly used templates and information resources

AEM provides the ability to authors to create and save unlimited number of templates as per the brand guidelines. Authors can then select and use these saved templates while authoring pages.

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AEM provides WYSIWYG tools for layering unique designs & branding and look-and-feel elements on a template - thus enabling the reuse of template code for multiple diverse pages and sites. This allows savvy, non-technical users to create unique, new templates utilizing existing template code. The page layout is in AEM defined by standard CSS technology. A template can support different designs so that an author has the possibility to change designs for different parts of the site. Depending on the required flexibility, the author can also adapt certain layout parameters - for example changing from one column to two columns. For template development, AEM comes with a template editor. The Template Editor allows template authors to:

- Add components to the template and position them on a responsive grid.
- Pre-configure the components.
- Define which components can be edited on pages created with the template.
- Create a new template or copy an existing template.
- Manage the lifecycle of the template.

f. Re-allocate staff to focus on non-CMS tasks

AEM is the leader in ease of use and out-of-the-box functionality in the WCMS market and has received tremendous analyst and press accolades since its release, largely due to the usability of the technology. The AEM platform sets a new standard in ease of use, which we refer to as “fun-to-use.” AEM offers rich out of the box content authoring and editing components that can be engaged directly by non-technical, business personnel with no IT intervention.

AEM is specifically designed so that non-technical users can own their content lifecycles directly, with no outside technical assistance or IT bottlenecks. Non-technical business users can create and edit content as well as design, modify, and engage sophisticated workflow processes. AEM’s virtual repository architecture also allows content authors to directly interact with external content sources through the intuitive AEM user interface, so they do not require IT intervention or training on the external system to leverage content from it.

g. Improve customer experience

AEM provides a variety of templates and interactive components to design a variety of experiences for your customers. AEM helps deliver rich visual merchandising and marketing assets on demand, automatically scaled for consumption on web, mobile, and social sites. Using a set of master assets, AEM generates and delivers multiple variations of rich content in real time through its global, scalable, performance-optimized network. Dynamic media serves interactive viewing experiences, including zoom, 360-degree spin, and video.

2. The CMS must provide capabilities to achieve the CST objectives:

a. Establish Commonwealth templates for consistency

Yes. AEM allows you to create and manage Commonwealth templates for designing multiple pages and ensuring consistency. AEM provides the ability to authors to create and save unlimited number of templates as per the brand guidelines. Authors can then select and use these saved templates while authoring pages. AEM provides WYSIWYG tools for layering unique designs & branding and look-and-feel elements on a template - thus enabling the reuse of template code for multiple diverse pages and sites.

b. Connect to the standard Commonwealth single sign-on product, Keystone Login, to begin the process to build a profile

Adobe Experience Manager can leverage existing Lightweight Directory Access Protocol (LDAP) implementations, including Microsoft Active Directory, to authenticate user credentials. It also works with sophisticated authentication server deployments, such as synchronized, multi-server environments,

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to support massive scalability. AEM includes an SSO Authentication Handler service. This service processes the authentication results provided by the trusted authenticator. Single Sign On (SSO) allows a user to access multiple systems after providing authentication credentials (such as a user name and password) once. The SSO Authentication Handler can be used in concert with LDAP, if needed, or as part of a larger integration with bespoke identity management systems.

c. Trace customer behavior to assess current and future needs

AEM provides out of box integration with Adobe Analytics and Adobe Target to capture and analyze customer behavior to access current and future needs. Adobe Analytics provides a variety of default reports to capture your customer behavior and spend analytics. Custom reports can also be configured as per your requirements. AEM also provides out of box integration with Adobe Target, which can be used by your marketers to design and execute online tests, create on-the-fly audience segments (based on behavior) and automate the targeting of content and online experiences. Users can integrate AEM with Adobe Target to personalize content on your pages:

- Implement content targeting.
- Use Target audiences to create personalized experiences.
- Submit context data to Target when visitors interact with your pages.
- Track conversion rates.

While tracking and personalization are useful tools, we will be sensitive to the experience of the citizen. often, commercial practices relating to personalization become uncomfortable for citizens (the big brother effect) so we will work to keep what can be anonymous as anonymous, and minimize the intrusion when identity is necessary, preserving context so citizens do not need to authenticate multiple times.

d. Link business providers to citizen profiles

AEM can be configured to link business provider with citizen profiles. More support regarding this can be provided during implementation.

e. Collect demographic (including geographic) analytics to inform repeat customer profiles

AEM provides out of box integration with Adobe Analytics to track and collect geographic and demographic details of customers to identify repeat customer profiles and personalize content for your customers.

f. Design profiles so that agency sites and profiles work together

The integration of AEM and Adobe analytics allows you to design customer profiles and segments. Adobe Analytics segment editor allows marketers can categorize and segment users on any interaction and track it through Analytics. Customers licensed for both AEM and Analytics can analyze data from AEM-powered websites.

g. Recommend available services that may be of interest

h. Provide digital wallet capability to enable one location for payors

AEM provides REST and SOAP based APIs and web services to integrate with any third-party applications including digital wallet solutions to enable payments through your websites.

i. Ability to pay for services from one location (digital wallet)

j. Provide reminders when renewals are due

AEM provides integration with marketing automation solution like Adobe Campaign for scheduling marketing campaigns and transactional emails, SMS and push messages including alerts and reminders for renewals.

k. Work with data catalogs for centralized citizen information

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AEM provides REST and SOAP based APIs and web services to integrate with any third-party databases and data catalogs for viewing and maintaining centralized citizen information.

l. Execute a high functioning search

Yes. Adobe Experience Manager provides a powerful, built-in, full-text, faceted search engine based on Apache Lucene / SolR which can be used for both front-end and back-end. For the front-end, a configurable search component can be easily placed everywhere with a simple drag & drop operation. Configuration possibilities include search path, logics, pagination, arbitrary filters, etc.

QuickSearch / OmniSearch is available that can be accessed from everywhere in the system by clicking the magnifier icon or pressing the slash key and can be used to find both content and functionalities, features, modules, wizards, etc. It features auto-scoping, auto-completion, search recommendations as well as individually configurable search masks/filters/facets that can be defined in a drag & drop editor.

The search engine can be used to find everything in the repository, i.e., it can be configured which paths, content types, node types, and properties should be considered for the search/indexing.

Adobe Experience Manager provides the ability to search content using full text and metadata attributes. Users can use the search features of Adobe Experience Manager to search for file names, metadata or content, while applying filters to ensure accurate results. Filters can include file types and specific paths (folders) in the repository. Search results are subject to permissions, which prevent unauthorized access to assets through search results.

More details: <https://experienceleague.adobe.com/docs/experience-manager-65/authoring/essentials/search.html?lang=en#essentials>

m. Scale capacity to accommodate higher traffic during major events

AEM is freely-scalable systems and can manage unlimited users, documents, and transactions; increasing the scale of the deployment to accommodate growth is achieved via the addition of new production Instances. AEM also supports cloud-based deployments that allow customers to scale-up on demand by spinning up new instances as they need them in the cloud. To increase availability and performance of an environment, it is common to combine multiple server instances by either making them available to different groups of users or by load balancing them. Adobe has conducted a series of performance and capacity tests to benchmark the behavior of AEM solution in a variety of common configurations. These are intended to help estimate the capacity and scalability of proposed systems.

Our AEM Managed and Cloud Services offering enables customers to maximize IT investments and eliminate the additional capital expense of servers that are only necessary during peak demand. Customers have one point of contact through the entire stack of services from infrastructure, network, and software.

n. Leverage Content Delivery Networks (CDN)

Yes. Adobe Experience Manager supports content caching on CDNs. Through Adobe Experience Manager Managed Services, we can provide this functionality through Amazon Web Services or Microsoft Azure as part of our pricing. We can also support caching through third parties like Akamai and others through Managed Services, but it's not part of the licensing structure and needs to be negotiated separately. For our on-premise solution we support, through configuration, content publishing to CDNs. In this scenario, the customer would be responsible for managing license with the CDN.

Adobe Experience Manager has also been integrated with various other CDN platforms (e.g., CloudFront) to provide the best possible user experience globally. Adobe has extensive experience in working with these platforms in terms of configuring the systems to provide the best performance, but also in using them to improve uptime statistics.

o. Provide usage metrics reports for decision making

AEM provides a variety of reports for usages of content, websites, workflows and assets for decision making. Custom reports can also be configured as per your requirements. AEM provides out of box

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integration with Adobe Analytics for web analytics and website usage reports. Please see below links for details.

<https://experienceleague.adobe.com/docs/experience-manager-65/developing/platform/dev-reports.html#reporting-framework>

<https://experienceleague.adobe.com/docs/experience-manager-65/assets/administer/asset-reports.html>

<https://helpx.adobe.com/experience-manager/6-5/sites/authoring/using/content-insights.html>

3. The CMS must include flexibility and usability practices for agency content providers:
- a. Commonwealth-wide, regional, and business area templates

AEM allows you to create global, regional and business area specific templates for your webpages. AEM provides the ability to authors to create and save unlimited number of templates as per the brand guidelines. Authors can then select and use these saved templates while authoring pages.

AEM provides WYSIWYG tools for layering unique designs & branding and look-and-feel elements on a template - thus enabling the reuse of template code for multiple diverse pages and sites. This allows savvy, non-technical users to create unique, new templates utilizing existing template code. The page layout is in AEM defined by standard CSS technology. A template can support different designs so that an author has the possibility to change designs for different parts of the site. Depending on the required flexibility, the author can also adapt certain layout parameters - for example changing from one column to two columns. For template development, AEM comes with a template editor.

- b. Publishing process flows that can be customized to central administration goals, i.e., program direct publish, agency review or governor's office review, etc.

AEM provides content publishing and approval workflows. AEM provides configurable workflows to allows you to add various steps, stages and participants to your workflows. AEM allows users to schedule a content approval workflow. User can select the content to be review and create an approval task by adding different users who need to approve the content. Automatic notifications and inbox messages are sent to the users that content is available for their review. Users can approve, reject or request changes on the content. Users can comment, annotate or tag other users for actions while reviewing the content.

- c. Ability for a program area to focus on their contribution to a profile while the CMS populates the overall profile.

AEM provides the ability to capture user details and behavior and populate the user profile and store user data. AEM also supports integration with CRM solution to store and manage customer data.

- d. Ease of content creation.

AEM provides authors and administrators several user-friendly, 100% browser-based, WYSIWYG interfaces to create, edit and interact with content in the system. AEM offers a web-based authoring environment centered on a template-based system that allows authoring without requiring any knowledge of HTML or programming. Templates are composed of paragraphs and paragraphs contain components. The site is viewed and edited directly in a WYSIWYG interface. Clicking on specific components allow users to AEM rich text editor provides a very user-friendly means to create and edit content. AEM offers a broad palette of content authoring components and tools, such as a Rich Text editor, Image editor, Web Form editor, List generator/editor, column controls, etc. Users can select any of the out of box available templates or create their own template to start building the page. Within the template users can select any component, drag-drop and visually place content on the page. AEM provides several components out of box including images, text, videos, forms, sitemap, etc. AEM provides several templates out of box that users can select to build their pages. Customers users can customize the existing templates or create new templates if required.

- e. Digital Asset Management for ease of adding documents, images, video, etc.

Adobe Experience Manager (AEM) Assets is a comprehensive digital asset management module that assists to organize and centralize management of digital assets including logos, copy, video, images,

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presentations, and another rich media. It provides a modern, easy-to-use, and intuitive user interface with the comfort of a desktop application, including extensive drag & drop support. It also includes dynamic media, and video capabilities to enable creators and marketers to do amazing things with their assets. AEM provides several user-friendly, 100% browser-based, WYSIWYG interfaces to create, edit and interact with content in the system that requires minimum coding requirements using a drag & drop interface.

Our solution provides an easy-to-use web interface that enables business users to add, access, update, and share assets without confusion or extensive training. Business users can be sheltered from the digital asset management power-user features to enable the nontechnical users in your organization to focus on productivity and speed. Digital assets can be easily organized into logical folder hierarchies, flexible and auto-populated Collections.

Digital asset management also includes such features as:

- Drag-and-drop user interface
- Touch-optimized UI for tablet and mobile device users
- Web-based asset and metadata editor

J. Software and Documentation

The Offeror shall have established processes that demonstrate its use of tools to improve conformance and quality of digital content.

The Offeror shall describe its approach to software ownership in the event the Commonwealth transitions to another service provider. The Offeror shall establish an inventory of all software licenses and Client Access Licenses (CALs) required by the content management system to be owned by the Commonwealth. In the event the Commonwealth transitions to another service provider, the Offeror shall transition said licenses and CALs and inventory to the new service provider.

Without limitations, the Offeror shall allow the Commonwealth to make additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, enhancements, user manuals, and administrative technical documentation as it sees fit, for the purposes of maintaining and operating all of the current and new web sites and applications developed by the Offeror.

The Offeror should reference **Appendix U, IT Contract Terms and Conditions** when responding to this section.

Offeror Response

Publicis Sapient proposes the use of Adobe and Microsoft Azure to provide content management services for Phase 3 of the response scope. All software licenses, accounts and access credentials shall belong directly to the Commonwealth. PS will maintain an inventory of products, accounts, credentials related to the Phase 3 implementation. Should the Commonwealth transition to another service provider, PS will provide the inventory. PS will not acquire software or licenses on behalf of the Commonwealth.

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No transition of licenses or other outstanding ownership issues will be necessary to resolve, as the licenses will always be the property of the Commonwealth.

PS utilizes SAFe agile and DevOps practices to ensure quality of software deployment. PS will make every commercially reasonable effort to allow the Commonwealth to make modifications; however, to be able to ensure a quality deliverable of our solution to the Commonwealth, PS must maintain control of the software architecture and deployment.

K. Data Management

The Offeror shall fully describe its approach to utilize Content Management System (CMS) and electronic document and records management system (EDRMS) industry best practices to manage/govern the data and content generated, captured, and/or defined within the CMS environment to adhere to Commonwealth standards. The Offeror shall align with Data Reference Model (DRM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**. The Offeror will ensure that the Commonwealth can access all content, administrative tools, configurations, and auditing / logging for the CMS environment. The Offeror will ensure implementation of solutions that align with the data management plan referenced in **Appendix V, PWP Data Management Program Strategy**.

Areas of data management consideration include:

1. **Content Management.** The Offeror shall describe their approach to managing the data and content generated, captured, and/or defined within in the CMS environment, including:
 - a. What content types will be supported (rich text, plain text, HTML, image, video, file (PDF/Word/etc.), calendar events, etc.)
 - b. How library services are used for revisions and version control
 - c. Automated archival of content and associated metadata
 - d. Appropriate levels of auditing for changes to content (including additions, modifications, and deletions) so that administrators can use for trouble shooting efforts or identifying suspect/unauthorized content changes
2. **Metadata Management.** The Offeror shall describe their approach to defining effective metadata management within the CMS environment deployed for the Commonwealth. Offeror should provide detail on:
 - a. Centralized/global management of metadata for the CMS environment
 - b. Controlling how users add metadata, terms, and/or enterprise keywords to content
 - c. Deployment of taxonomies and folksonomies
 - d. Appropriate definition and management of terms and term sets
3. **Workflow Management.** The Offeror shall describe its approach to defining effective Workflow Management within the CMS environment deployed for the Commonwealth.
 - a. Define methodology to deploy workflows for business processes.
 - b. Control authoring of Workflows to trained individuals to ensure workflow integrity is met.
 - c. Ensure workflows have an audit trail for right to know.

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- d. Analytics and reports on all workflows should be readily accessible by defined power users and Agency Information Security Officers (ISOs).
- 4. **Records Management.** The Offeror shall describe their approach to defining and executing effective records management within the CMS environment deployed for CWOPA. Offeror should provide detail on:
 - a. Ability to create and configure retention labels to mark content as a record that can then be applied by users or automatically applied by identifying sensitive information, keywords, or content types
 - b. Configuring retention labels with appropriate retention periods and actions based on factors such as date last modified, date created, data type, sensitivity level, etc.
 - c. Utilization of event-based retention management
 - d. Validating disposition with disposition reviews and proof of records deletion
 - e. Creation of analytics and reports cataloging detailed information about all disposed digital assets
- 5. **eDiscovery.** The Offeror shall describe how they have deployed eDiscovery practices to hold and preserve content for review within a CMS environment when the need arose. Offeror should provide detail on:
 - a. Ability to define an eDiscovery case
 - b. Placing eDiscovery holds on the content locations of the person(s) or topic(s) of interest being investigated
 - c. Performing detailed searches of the content locations on hold
 - d. Ability to export relevant eDiscovery data from the CMS environment for import into legal case management system if needed
- 6. **Compliance.** The Offeror shall describe the methods they use to manage information in the CMS environment (e.g. sensitive information types, trainable classifiers, data classifications, information rights management, etc.) in order to allow the Commonwealth to comply with federal, state, and/or industry-specific requirements governing the collection and use of data.
- 7. **Data Integration/Exchange/Interoperability.** The Offeror shall describe their methods for how they will integrate (e.g. RESTful APIs) with existing Commonwealth-maintained back-end services and/or 3rd party solutions to present data and content to citizens and entities on public-facing sites. Offeror will also detail their preferred methods of data exchange (JSON, XML, YAML, etc.)
- 8. **Web Forms/Surveys.** The Offeror shall describe how they deploy tools such as web forms, contact forms, surveys and/or chatbots to capture data for processes. Offeror will also detail how data validation rules are used to ensure data accuracy and cleanliness prior to submission of the form/survey. Offeror will confirm all data captured via web forms, contact forms, surveys, and/or chatbots will be accessible in real-time to the Commonwealth through published APIs or direct database access.

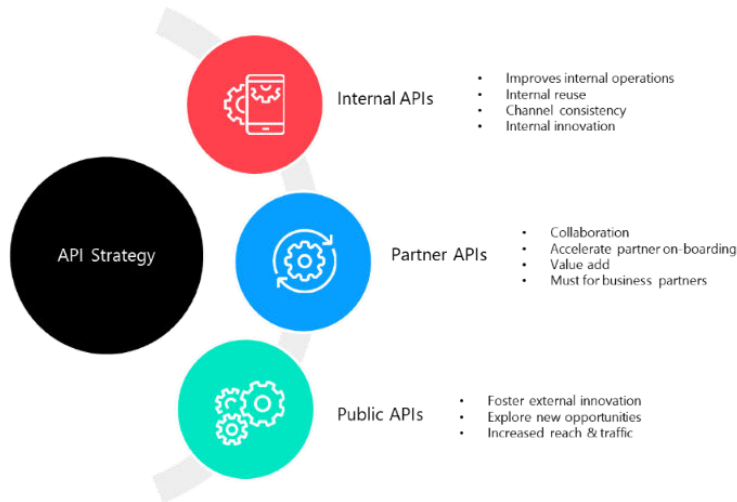
Offeror Response

We at Publicis Sapient understand that a connected ecosystem is a key to success. Keeping the business need for “Access to Data – Anytime, Anywhere,” it is more important than ever to implement an agility layer to bridge traditional delivery channels with emerging digital channels. We also understand the

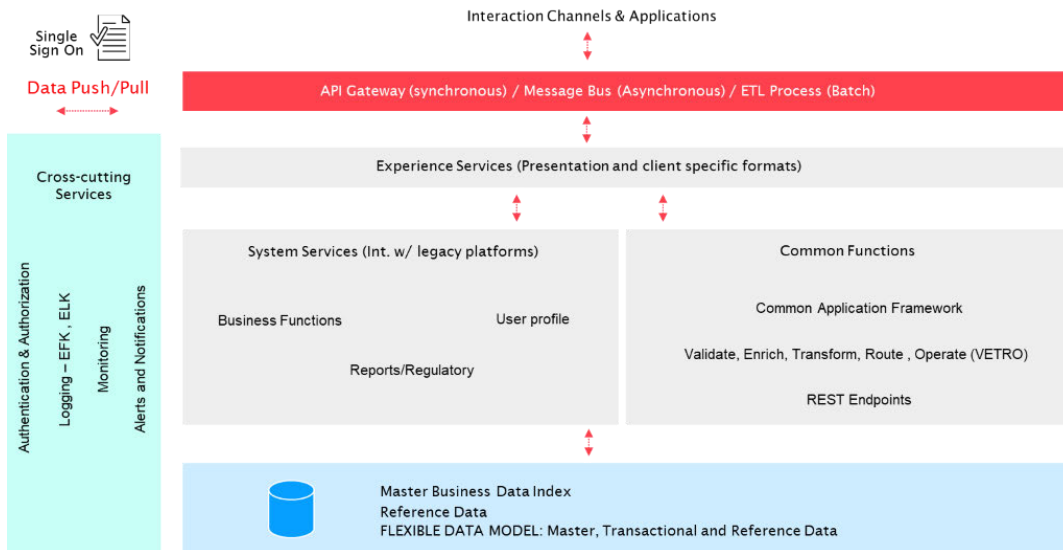
TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

business need for making content easy to find, with robust search capabilities a part of our approach to content and data management.

API-led connectivity strategy is imperative to drive alignment and efficiencies across internal as well as partner/public system interactions.



The below diagram is a logical representation of the API integration layer, which will be revised during discovery & solution architecture alignment.



While the preferred method of data exchange should be determined based on use cases and existing setup, we at Publicis Sapient prefer YAML human-friendly data serialization standards. We also prefer OpenAPI Specification (Swagger) or RAML for API documentation and specification formats.

Additionally, we have reviewed “Appendix V - Public Web Presence (PWP) Data Management Program Strategy” and will adhere to the outlined DMF (Data Management Framework). We have extensive experience with Data Architecture, Data Modelling, Data Storage, Data Operations, Data Security, Data Integration, Content Management, Master Data Management, EDW/BI/Reporting, Meta Data Management & Data Quality Management.

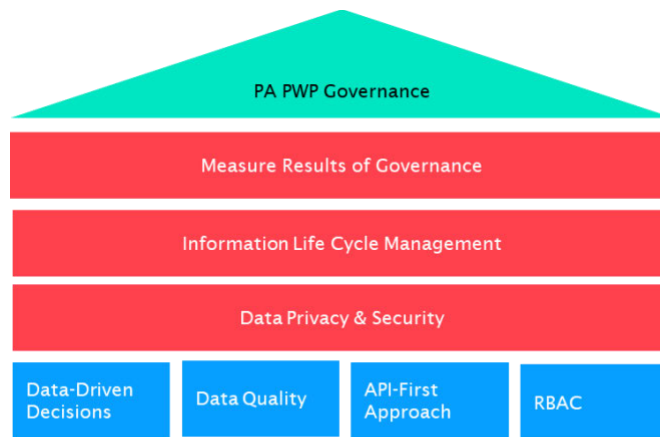
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In the context of connected ecosystems, we understand that “Data Governance” is about making information management better. Governance touches both business and IT alike. It enables the business to understand how the information will be leveraged to improve business processes and performance. IT uses it to ensure optimal reuse, quality, and operational efficiency. We also work to ensure that changes to data are easy to track, so that there is a clear record of who, when and why. We also believe that citizen facing forms should be easy to fill out and complete, and we have included Adobe Forms in our solution to ensure that the capture of data from citizens is smooth and easy.

Establishing the right level of governance is critical to promote accountabilities for information-related processes. Broadly, we look at policies, standards, issue/exception management processes, monitoring, and measurement with support from the governance council.

Generally, as part of the program we create/update the following artifacts:

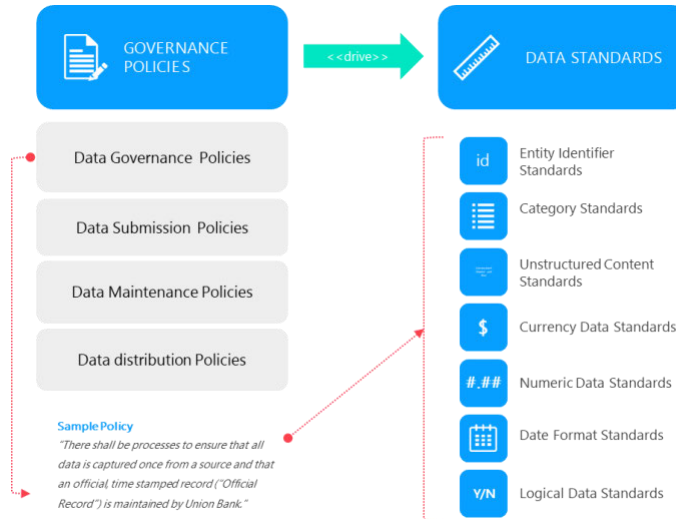
- Policy Creation and Business Rules
- Business Process Management – BPM Workflows - Review and Approval process
- Business Glossary – Standard Business Definitions & Meta Data Management
- API Specification (RAML & swagger)
- Determination of appropriate use of data, (e.g., business sensitivity, classification, confidentiality, retention)
- The commonality of business facts - rules, data names, definitions, and structures for data integration
- Knowledge management process



Pillars of Governance

A Data Governance Policies and Standards Framework provides a template for the organization to articulate its rules concerning Data Governance and enforce those rules through Data Standards.

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Regarding compliance and data security, our overall approach to compliance and data security is to understand clients' policies and map those policies to rules and data in a configuration-based, sustainable, and traceable manner.

Some of the common/key themes we experience include:

- Regulatory compliance with an increasing focus on individual rights
- Data anonymization via encryption and/or masking
- Access control / authorization

For "Technology & Platform" considerations, we generally consider "Role-Based Access controls," "Reaction plan when threat is detected," "Documentation of data processing and data flows," "Data catalog," "Data Retention and Archival mechanisms" and "Support for industry regulations" as key.

Publicis Sapient also has implemented several different solutions, dependent on requirements, such as database row/column security; service layer security; database encryption, etc., across a varied client landscape.

L. Application Development and Maintenance

The selected Offeror shall work with the Commonwealth Program Manager to respond to Agency requests for development of public facing web and mobile applications. **Appendix W, Current State**, provides additional information regarding the current Contractor's application development and maintenance environment.

When requested to build or maintain custom applications, the selected Offeror shall be responsible for the requirements documentation, systems design, development, maintenance, and support of web, IOS, and Android applications which were developed under the current contract or via specific request to the Offeror via an agency representative. The Offeror shall work with the Commonwealth for the publication of mobile apps to the Commonwealth's established Apple and/or Google Play developer accounts.

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In collaboration with the Commonwealth BRMs, the Offeror will elicit, gather, and document the requirements for these public facing and mobile applications and provide agencies with a proposal for public facing service delivery, based on the established process and procedure related to **V.D.1. Work Order Management**.

Agencies requesting services from the Offeror are responsible for working with the Offeror to provide the business and technical application knowledge, working with Commonwealth support staff to define interfaces between the public facing applications and legacy production systems, performing acceptance testing and providing second-level customer service support relative to specific business rules for the application. Each agency will also define any constraints and estimate service volumes.

1. **Design.** The Offeror shall design the public facing application from the Customer perspective. Customers will naturally approach the use of public facing services from different perspectives. The design shall enable a variety of approaches and respond with several methods for searching and linking information and services. A consistent user interface must be used in accordance with the established [ITP-SFT002 Commonwealth of PA Design Standards](#).

The overall design shall be constructed to accommodate the rapidly changing world of information technology, public facing applications and wide-scale growth. Designs shall allow for flexibility in incorporating new capabilities for public facing applications that come along with future advances in technology. Customers will become accustomed to the new advances and features available on the commercial Internet pages and come to expect the same from Commonwealth sites. The Offeror shall align with Application Reference Model (ARM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**.

2. **Build.** The Offeror shall build, deploy and manage applications in compliance with the Commonwealth software (SFT) policy series, specifically [ITP-SFT000 Software Development Lifecycle Policy](#), which defines the Commonwealth's overall application development principles.
3. **Security.** The public facing applications shall convey a true sense of security and privacy to Customers. Customers will, at times, transfer private and personal information through the Internet by means of the Commonwealth's public facing services. The public facing applications must be designed to protect this personal and private information. For Customers who cannot see the behind the scenes efforts to protect data, the public facing applications shall be designed to communicate the level of privacy and security that is being used. The Offeror shall describe its security approach per the requirements outlined in **V. S. Security Components** and **V. T. Security Policies**.
4. **Application Review.** The Offeror shall participate in the Commonwealth Application Certification and Accreditation (CA)² process which consists of policy compliance

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assessments and risk assessments, which include source code analysis, host-based intrusion scans, and Web application risk assessments. The Offeror also shall comply with reviews defined in **V. Q. Accessibility**. The (CA)2 process is outlined in [ITP-SEC-005 - Commonwealth Application Certification and Accreditation](#) with accessibility outlined in ITP-ACC001 Information Technology Accessibility

Offeror Response

Publicis Sapient has reviewed the inventory of existing websites, web applications and mobile applications provided by the Commonwealth in Appendix A. From this we have determined the skillsets necessary to support the existing applications as they currently exist during Phases 1 and 2, and the skills needed to transition the content and applications to the new Content Management platform in phase 3.

Publicis Sapient is prepared to support the existing applications and perform maintenance and updates as requested by the Commonwealth, in coordination with the Commonwealth Program Manager. Pursuant to section V.D.1 Work Order Management, PS will work with Commonwealth BRMs to elicit, gather and document requirements related to development of new or existing public-facing applications and mobile apps.

PS will comply with Commonwealth Design Standards (i.e. – ITP-SFT002 Commonwealth of PA Design Standards). Existing applications will be maintained using proper coding standards and best practices based on the existing application design unless re-platforming or application transformation is specifically requested. In such cases and for all new construction, PS will utilize a cloud-first approach, leveraging our target platform of Azure cloud services and Adobe Content Management tools. We will apply state-of-the-art approaches, such as server-less functions and databases, automatic scalability and other techniques in widespread practice for IT services. In all cases, we will design and document in accordance with the Application Reference Model (ARM) concepts established in Appendix A, Commonwealth Enterprise Architecture Framework.

PS believes in the use of Customer Experience (CX) approaches to application design using things like journey maps to see the experience through multiple perspectives. We strive for simplicity and ease of use in our design thinking, as well as flexibility so that citizens can utilize their preferred channel of communication. We look at this from the perspective of the Commonwealth as well, striving for designs that are simple to understand and easy to maintain. Whenever possible, we design for re-use, so that work can be repurposed for other tasks within the Commonwealth.

The construction of any software (maintenance or net-new applications) will comply with the Commonwealth software lifecycle as specified in ITP-SFT000 Software Development Lifecycle Policy. PS expects to follow an agile process for software creation, and controlled-to-support content creation. We would prefer to use a modified toolset that completes many of the functions found in the technology list in ITP-SFT000, but provides a more modern experience that aligns more strongly to the agile methodology. We would like to utilize the following tools:

Category	Toolset
Project Management	Atlassian Jira, Confluence
Java development	In addition to IBM tools, open-source Eclipse IDE
.net development	Visual Studio
Content Development	Adobe
DevOps pipeline	Jenkins
Source code	Git / Github

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Testing tools	In addition to IBM / Rational and HP/Mercury, Selenium, Xray test management plug in for Jira, Gherkin / Cucumber
ADA testing tools	AXE, Wave, Screenreaders (e.g., NVDA)

Publicis Sapient emphasizes security and data privacy as topics of paramount importance to every client with whom we engage. Our Global Security Resource Office (GSRO) maintains internal standards and conducts annual training on these topics for all employees across the world. Our GSRO also reviews every significant project annually to ensure that our standards and practices are upheld as we serve our clients. In our project with the Commonwealth, we will design and build to protect PII and other forms of vulnerable information. All new software systems will undergo security penetration testing and remediation prior to going live. We will engage with a Security testing vendor of the Commonwealth’s choice. We will fully comply with the security requirements outlined in sections V.S. Security Components and V.T Security Policies. The details of this compliance are in our response to those two sections.

Publicis Sapient recognizes the need for Application review and will participate in the Commonwealth Application Certification and Accreditation (CA)2 process as required by the Commonwealth. We shall also participate in and comply with reviews as defined in V.Q. Accessibility.

M. Hosting Services (Invited Option)

The Offeror shall provide one or more hosting options for the public facing portal. The Offeror shall base its hosting options on the information contained in **Appendix W, Current State** and provide costs in the *Invited Options* tab of **Appendix K, Cost Submittal PWP**. Hosting options include, but are not limited to:

- 1. Offeror/subcontractor hosted scenario
- 2. Hybrid scenario using the Offeror/subcontractor infrastructure
- 3. Hybrid scenario using the Commonwealth infrastructure

Offeror scenarios may include multiple hosting models, i.e., Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) and Containers. The Offeror’s hosting scenarios shall include design specifications, including but not limited to an architectural diagram and narrative for proposed hardware and software configurations. The Offeror shall ensure that the public facing application environment is used primarily to meet the objectives set forth by the Commonwealth in this Technical Submittal and comply with **Appendix X, Non-Commonwealth Hosting Requirements** and **Appendix Y, Cloud Services Requirements**.

The Offeror shall align with Technical Reference Model (TRM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**.

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The Offeror shall provide a technical migration plan and comprehensive support, i.e., planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services, including, but not limited to, the following:

1. Initiation of hosting services documented in
 - a. Migration Plan showing details of move for current to proposed system
 - b. Technical Architectural Diagram
 - c. Server Hardware and Software Specifications and Configurations
2. Provision of multiple hosting environments, e.g., Development, User Acceptance Testing (UAT), and Production, in support of SDLC and, on request, a Lab/Sandbox environment to test new capabilities and alternative platforms, middleware, etc.
3. A scalable, flexible hosting solution that automatically increases capacity to accommodate additional demand.
4. Patching and Upgrading systems and software to meet or exceed the requirements contained in Commonwealth policies for security and stability and adhere to [ITP-SYM010 Enterprise Change Management Maintenance Policy](#).
5. Monitoring of infrastructure, platforms, connectivity, data, and security 24 hours per day, seven days per week and integration with Commonwealth monitoring platforms and services.
6. A high availability solution with geo-redundancy in support of 24 hours per day, seven days per week, 365 days per year uptime and availability. This will include the ability to perform maintenance activities without impacting services and a data recovery process in the event of data loss or corruption.

Offeror Response

The proposed future state PWP solution will be hosted in the Microsoft Azure Cloud which is an industry leading cloud platform that provides a unique choice of public, private and hybrid, hyper-scale cloud services with a commitment to openness that Commonwealth of Pennsylvania can trust and build other future services for years to come.

The following diagram illustrates the high level future state PWP solution architecture. The Azure platform can support all the solution components proposed (Experience Manager, Analytics, Target and PA Microservices), which may require various hosting models, i.e., Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) and Containers. It also supports integration with external solutions such as Keystone, Payment Gateway, and various other Commonwealth PA enterprise systems via hybrid connectivity and industry standard protocols.

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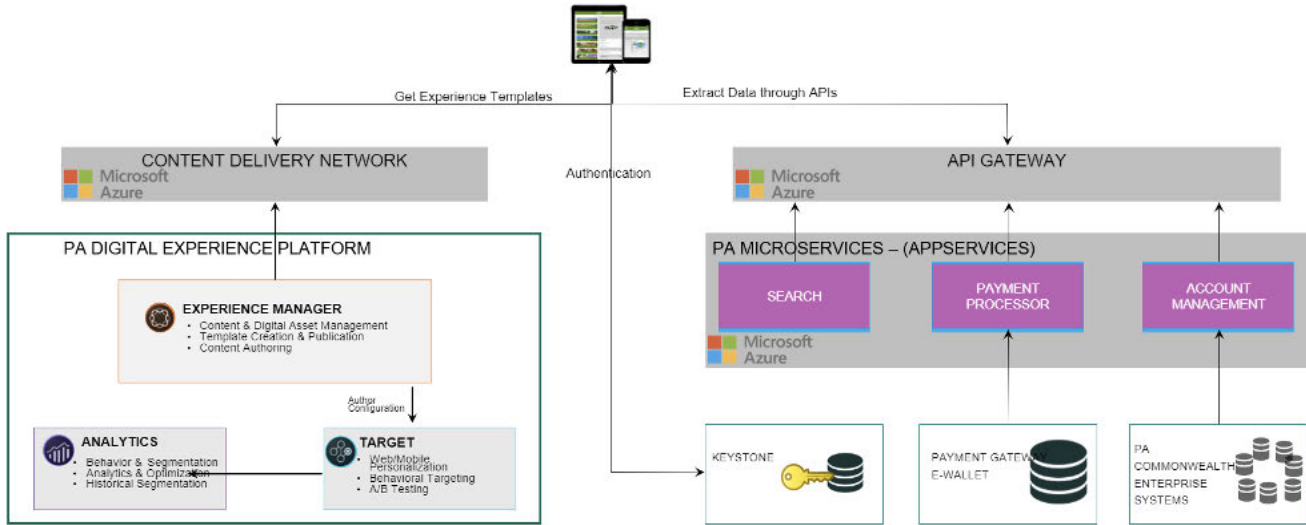


Figure 1 Future State Solution Definition

The migration from the current state to the future state will require careful analysis, planning, developing, testing and executing over a period of time. We will discuss the migration plan at a high level below. The detailed migration plan will be finalized in Phase Two Current State Assessment and Planning.

1. Initiation of hosting services documented in

a. Migration Plan showing details of move for current to proposed system

Current State	Future State	Notes
SharePoint Sites	PA Digital Experience Platform on Azure	The content and functionality provided by the current SharePoint sites will be re-imagined and implemented on the proposed PA Digital Experience Platform.
WordPress Sites	PA Digital Experience Platform on Azure	The content and functionality provided by the current SharePoint sites will be re-imagined and implemented on the proposed PA Digital Experience Platform.
Custom Apps	Migrated/Refactored Custom apps on Azure	Initially, the custom apps will be lifted and shifted to Azure. Over time, these custom apps may be refactored to adopt a microservices architecture and integrated with the PA Digital Experience Platform.

b. Technical Architectural Diagram

See Figure 1 Future State Solution Definition.

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c. Server Hardware and Software Specifications and Configurations

The proposed PWP solution will be hosted in the Microsoft Azure Cloud. The following table lists some of the major Azure resources required to support the proposed solution. A complete list of Azure resources will be finalized in Phase two Current State Assessment and Planning.

Azure Resources	Notes
Azure Active Directory	Azure Active Directory (Azure AD) is Microsoft's cloud-based identity and access management service, which helps your employees sign in and access resources both internally and externally.
Azure Subscriptions	An Azure subscription is a logical container used to provision resources in Azure. It holds the details of all your resources like virtual machines (VMs), databases, and more. When you create an Azure resource like a VM, you identify the subscription it belongs to.
Azure Virtual Machines	Azure Virtual Machines (VM) is one of several types of on-demand, scalable computing resources that Azure offers. In the context of this proposal, VMs will be used to host the migrated custom apps from the current state.
Azure Content Delivery Network	Azure Content Delivery Network (CDN) is a global CDN solution for delivering high-bandwidth content. It can be hosted in Azure or any other location. With Azure CDN, you can cache static objects loaded from Azure Blob storage, a web application, or any publicly accessible web server, by using the closest point of presence (POP) server. Azure CDN can also accelerate dynamic content, which cannot be cached, by leveraging various network and routing optimizations.
Azure API Management	Azure API Management (APIM) is a way to create consistent and modern API gateways for existing back-end services.
Azure DevOps	Azure DevOps is a suite of cloud-based tools that enable end-to-end DevOps capabilities: <ul style="list-style-type: none">· Azure Boards: Deliver value to your users faster using proven agile tools to plan, track, and discuss work across your teams.· Azure Repos: Get unlimited, cloud-hosted private Git repos and collaborate to build better code with pull requests and advanced file management.

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	<ul style="list-style-type: none">· Azure Artifacts: recreate, host, and share packages with your team, and add artifacts to your CI/CD pipelines with a single click· Azure Pipelines: Build, test, and deploy with CI/CD that works with any language, platform, and cloud. Connect to GitHub or any other Git provider and deploy continuously.· Azure Test Plans: Test and ship with confidence using manual and exploratory testing tools.
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The proposed PWP solution will utilize the Adobe Experience Management Platform which consists of several key modules. The following table lists some of the major Adobe modules. Final list of Adobe modules will be finalized in Phase Two Current State Analysis and Planning.

Adobe Modules
AEM Sites: Cloud Service
AEM Assets: Cloud Service
CIF Cloud Service
CIF I/O Provision Cloud Service
Analytics Prime
Target Premium

2. Provision of multiple hosting environments, e.g., Development, User Acceptance Testing (UAT), and Production, in support of SDLC and, on request, a Lab/Sandbox environment to test new capabilities and alternative platforms, middleware, etc.

With Azure DevOps, provisioning resources and deploying applications to these resources to multiple environments in Azure such as Dev, Test, UAT or Production can be automated using Azure Pipelines in a controlled manner to support the development process being adopted. These pipelines can also be modified to support more ad hoc, on demand requests for additional environments proof of concept, integrating testing etc. Due to nature of cloud computing, once these environments serve their purposes, they can be deprovisioned immediately.

3. A scalable, flexible hosting solution that automatically increases capacity to accommodate additional demand.

Scalability is the ability of a system to handle increased load. Services covered by Azure Autoscale can scale automatically to match demand to accommodate workload. They will scale out to ensure capacity during workload peaks and scaling will return to normal automatically when the peak drops. Here are some examples of Azure Services that support autoscale:

- App Service
- Virtual Machines
- API Management Service
- Logic Apps

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· Service Bus

4. Patching and Upgrading systems and software to meet or exceed the requirements contained in Commonwealth policies for security and stability and adhere to ITP-SYM010 Enterprise Change Management Maintenance Policy.

For IaaS resources (VMs) hosted in Azure, you can use Update Management in Azure Automation to manage operating system updates for your Windows and Linux virtual machines in Azure. You can quickly assess the status of available updates on all agent machines and manage the process of installing required updates for servers. For more technical details, refer to [Azure Automation Update Management overview | Microsoft Docs](#).

For Azure PaaS resources such as app service, the OS and application stack are managed for you by Azure; you only manage your application and its data. Azure manages OS patching on two levels, the physical servers and the guest virtual machines (VMs) that run the App Service resources. Both are updated monthly, which aligns to the monthly [Patch Tuesday](#) schedule. These updates are applied automatically, in a way that guarantees the high-availability SLA of Azure services. For detailed information on how updates are applied, see [Demystifying the magic behind App Service OS updates](#).

For the proposed PWP Solution, all updates (new releases and hot fixes) will be deployed via the Azure DevOps CICD pipelines during the approved maintenance windows following the ITP-SYM010 Enterprise Change Management Maintenance Policy.

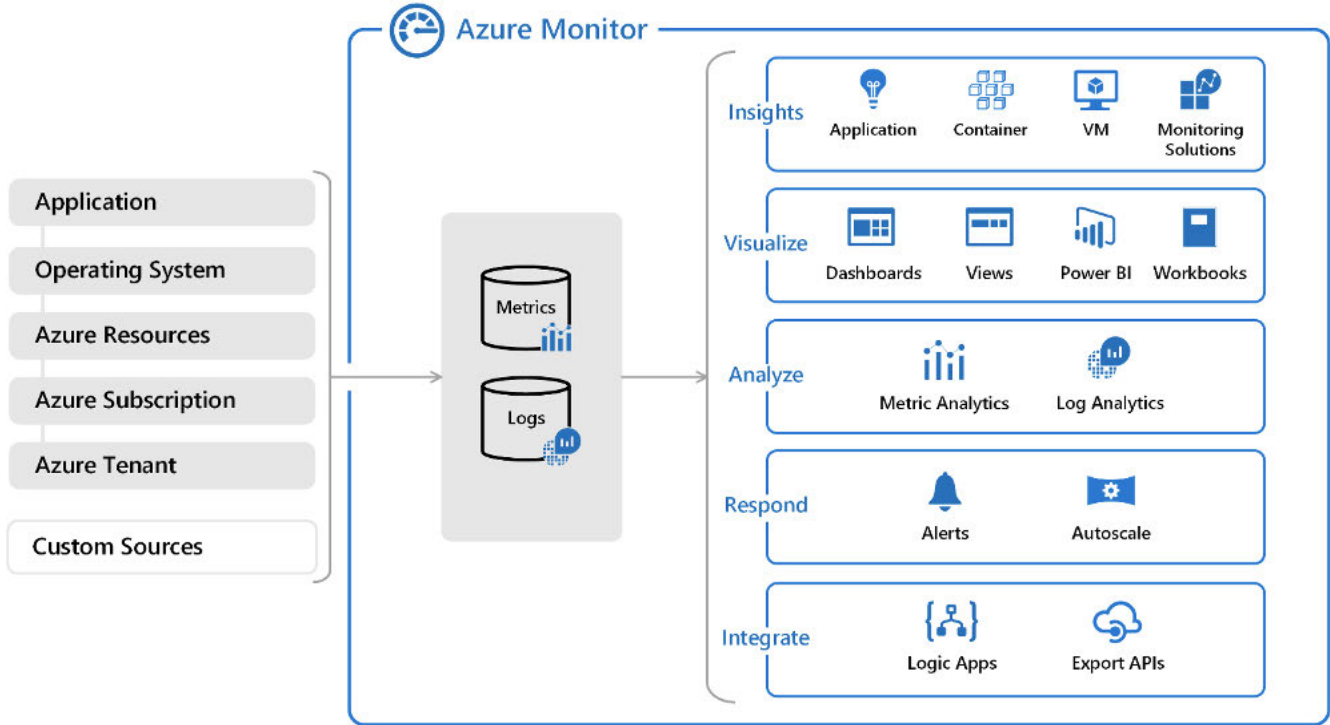
5. Monitoring of infrastructure, platforms, connectivity, data, and security 24 hours per day, seven days per week and integration with Commonwealth monitoring platforms and services.

Microsoft Azure runs in datacenters managed and operated by Microsoft. These geographically dispersed datacenters comply with key industry standards, such as ISO/IEC 27001:2013 and NIST SP 800-53, for security and reliability. The datacenters are managed, monitored, and administered by Microsoft operations staff. The operations staff has years of experience in delivering the world's largest online services with 24 x 7 continuity.

In addition to the monitoring of Azure infrastructure provided by Microsoft, you can leverage Azure Monitor which helps you maximize the availability and performance of your applications and services. It delivers a comprehensive solution for collecting, analyzing, and acting on telemetry from your cloud and on-premises environments. This information helps you understand how your applications are performing and proactively identify issues affecting them and the resources they depend on.

The following diagram gives a high-level view of Azure Monitor. At the center of the diagram are the data stores for metrics and logs, which are the two fundamental types of data used by Azure Monitor. On the left are the [sources of monitoring data](#) that populate these [data stores](#). On the right are the different functions that Azure Monitor performs with this collected data. This includes such actions as analysis, alerting, and streaming to external systems.

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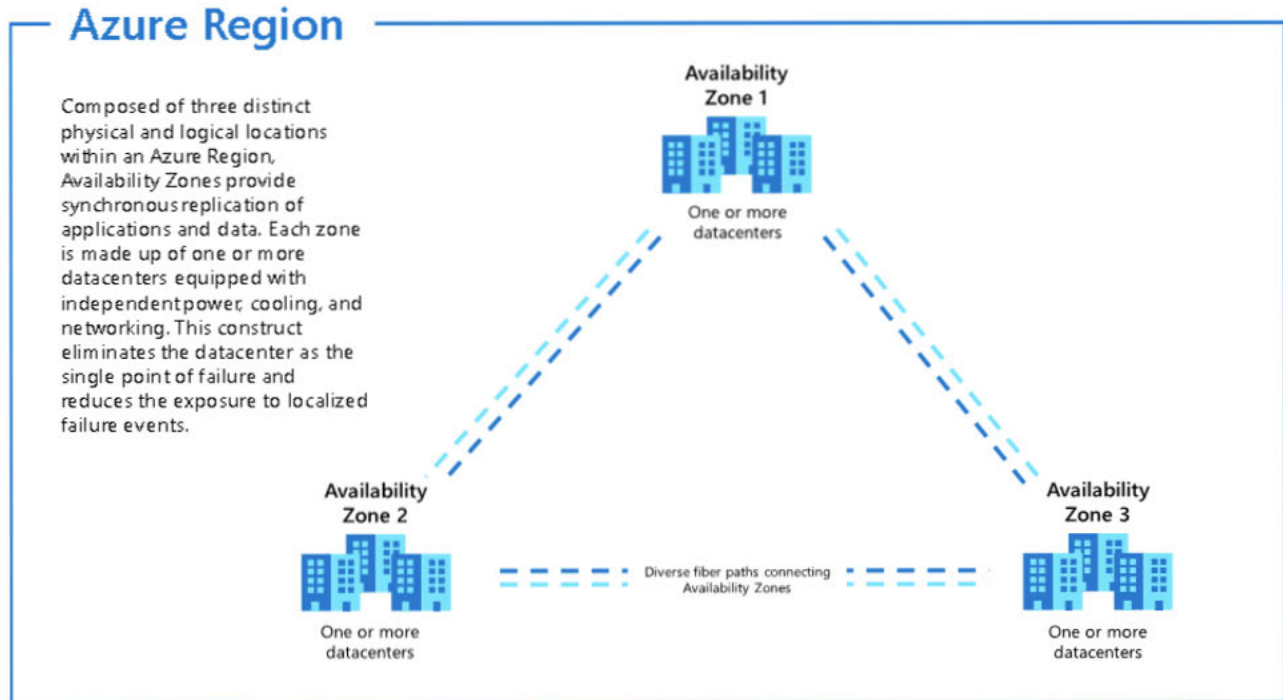
Integration with Commonwealth monitoring platforms and services can be accomplished by using event hubs, logic apps and APIs.

6. A high availability solution with geo-redundancy in support of 24 hours per day, seven days per week, 365 days per year uptime and availability. This will include the ability to perform maintenance activities without impacting services and a data recovery process in the event of data loss or corruption.

Microsoft Azure global infrastructure is designed and constructed at every layer to deliver the highest levels of redundancy and resiliency to its customers. Azure infrastructure is composed of geographies, regions, and Availability Zones, which limit the blast radius of a failure and therefore limit potential impact to customer applications and data. The Azure Availability Zones construct was developed to provide a software and networking solution to protect against datacenter failures and to provide increased high availability (HA) to our customers.

Availability Zones are unique physical locations within an Azure region. Each zone is made up of one or more datacenters with independent power, cooling, and networking. The physical separation of Availability Zones within a region limits the impact to applications and data from zone failures, such as large-scale flooding, major storms and superstorms, and other events that could disrupt site access, safe passage, extended utilities uptime, and the availability of resources. Availability Zones and their associated datacenters are designed such that if one zone is compromised, the services, capacity, and availability are supported by the other Availability Zones in the region.

Availability Zones can be used to spread a solution across multiple zones within a region, allowing for an application to continue functioning when one zone fails. With Availability Zones, Azure offers industry best 99.99% [Virtual Machine \(VM\) uptime service-level agreement \(SLA\)](#). Zone-redundant services replicate your services and data across Availability Zones to protect from single points of failure.



For additional information on Availability Zones, including service support by region and pricing, refer to [What are Availability Zones in Azure?](#) in Microsoft Azure Documentation.

Designing solutions that continue to function in spite of failure is key to improving the reliability of a solution. In cloud-based solutions, building to survive failure is a shared responsibility. This can be viewed at three levels: a resilient foundation, resilient services, and resilient applications. The foundation is the Microsoft investment in the platform, including Availability Zones. On top of this foundation are the Azure services that customers can enable to support high availability, such as zone-redundant storage (ZRS), which replicates data across zones. The customer builds applications upon the enabled services supported by the foundation. The applications should be architected to support resiliency.

When architecting for resilience, all three layers-foundation, services, and applications-should be considered to achieve the highest level of reliability. Since a solution can be made up of many components, each component should be designed for reliability.

N. Integration

The Offeror must transition, establish, and maintain integrations with the Commonwealth's solutions for:

1. Collecting customer satisfaction sentiments using the existing solution, a SurveyMonkey-based capability provided by the Commonwealth, and established

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processes for reporting results. Offeror will be given the option to provide an alternative survey option, should that option meet the needs of CST.

- 2.□ Processing of electronic payments, which must be implemented in accordance with Management Directive 310.24.

Offeror Response

The Commonwealth's requirement is to transition, establish and maintain the integrations of the existing platform with the Proposed CMS, i.e., Adobe Experience Manager (AEM) Cloud Service. AEM is a SaaS solution hosted in Azure Cloud. The proposed CMS is expected to support integration with SurveyMonkey and Payment Gateways along with other required integrations.

Picture N.1 below is the high-level representation of the proposed CMS and its integrations. The integration services like CDN, Payment Gateways, Service Providers, etc. will be finalized during the discovery and design phase in Phase 2. It is assumed that the required licenses of the services to integrate are procured separately and the endpoints of the services will have its services exposed through REST/SOAP API for the seamless integration.

The high-level custom implementation approach for the two services with AEM is below:

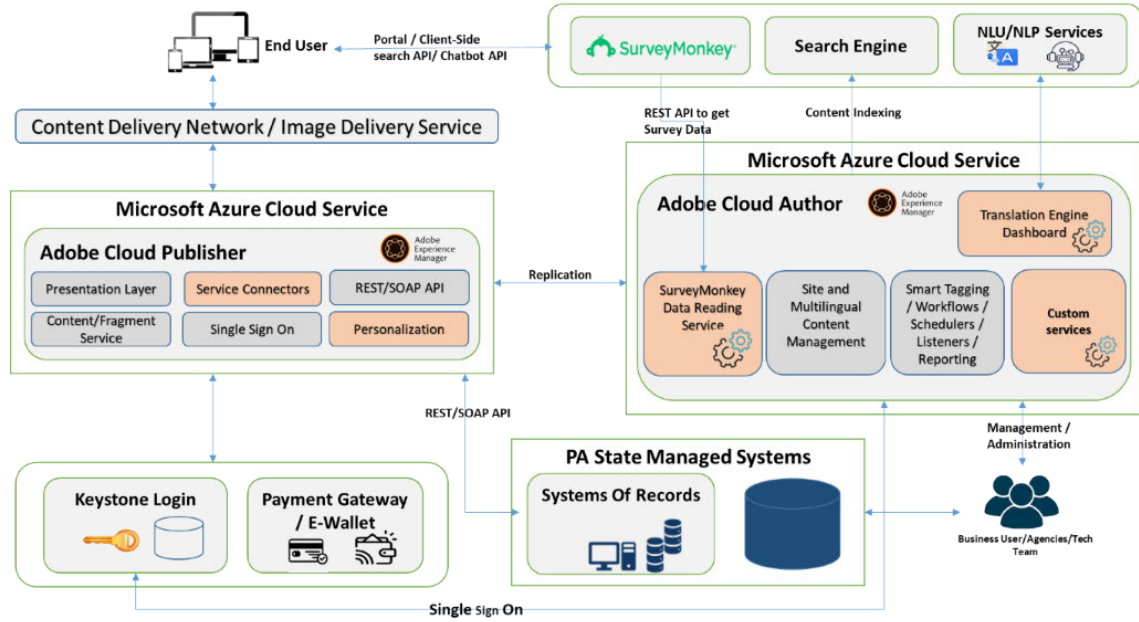
1.□Integration with **Survey Monkey**

- a.□Custom Module (Scheduler/Event handler) to be developed and deployed in Adobe Experience Manager.
- b.□The Custom module will execute only in Author Instance of AEM at a scheduled time or event.
- c.□The processed data of SurveyMonkey will be accessed through REST/SOAP API or from the storage and ingested by the custom module in AEM Author Instance for processing.
- d.□The Processed information will be saved in AEM Author Instance for the Business Users/Authors usage.

2.□Integration with the **Payment Gateways**

- a.□The End Users would access the website from AEM Publish Instance and initiate the purchases from the Purchase funnel implemented on the websites hosted in AEM.
- b.□The Payment Gateway client-side implementation would render the form for the End User to submit required details for the purchases.
- c.□The Purchase Order information along with submitted details posted to Server-Side implementation on Submit, for securely processing the payment by the Payment Gateways.
- d.□The processed information, i.e., Approval/Rejection status, will be sent back to the browser for showing Confirmation or Rejection message to the End User.

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O. Service Desk

Before the end of Phase 1 the Offeror shall establish and manage a service desk covered under the Contract resulting from this RFP. The Offeror shall work collaboratively with the Commonwealth and support future Commonwealth service desk management strategies. As CST evolves, the Commonwealth may consolidate this service desk in a future contact center platform. Therefore, the Commonwealth reserves the right to terminate service desk services at any time during the term of this contract. **Appendix W, Current State** provides information for the current Service Desk.

The Offeror shall propose Service Desk options based on a Tier structure concept including, but not limited to, the following.

1. Single point of contact with Commonwealth users and technical staff to report incidents for the Public Web Presence service components provided by the Offeror, including but limited to, the following.
 - a. Websites
 - b. Content Management System
 - c. Applications
 - d. Mobile Apps
 - e. Integrations
 - f. Hosting Services
 - g. Offeror employee user issues with the Commonwealth's IT Service Management tool
2. Log and manage Incidents received from Commonwealth users and technical staff. The Commonwealth's IT Service Management tool shall be used by the Offeror to log

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tickets and select the proper configuration item associated to the incident. Refer to **V.F. IT Service Management** for further information.

3. The Offeror shall provide a visual diagram and narrative explaining its Service Desk concept, the Tier structure, actions taken by each Tier, escalation paths for each component, working tickets from intake through resolution and closure, hours of operation, notification alerts for outages, and any additional information determined by the Offeror to be successful in providing Public Web Presence services to the Commonwealth.
4. The Offeror shall provide the number of personnel resources, and skillsets for each Tier. Customer Service Certification is required for frontline personnel interacting with Commonwealth users every day. Service Desk professionals shall be knowledgeable in the skills and techniques required to provide exceptional customer service in both support center and call center environments, such as the following.
 - a. **Effective Listening** - Listening is the key to effective communication. Without the ability to listen carefully to what a customer is saying, a message could be easily misunderstood and misinterpreted. A good listener will not only listen to what is being said, but also what is left unsaid or partially said.
 - b. **Patience** - Customer service might be a stressful and challenging job when dealing with confused, frustrated and angry customers. In such situations, patience is a real virtue and the response to those customers will either calm them down or hype them up.
 - c. **Clear Communication** - An ability to communicate clearly, simply, and effectively verbally (no mumbling) and written (strong typing, spelling, and grammar skills) is essential. It also involves avoiding miscommunications that might lead to misunderstandings and unwanted consequences.
 - d. **Ability To Read Customers** – One will not always be able to see customers face-to-face, and in many instances (nowadays) one won't even hear a customer's voice. That doesn't exempt a person from understanding some basic principles of behavioral psychology and being able to "read" the customer's current emotional state.
 - e. **Calming Presence** – The ability to stay calm and even influence others when things get a little hectic.
 - f. **Empathy** - The ability to understand and share the feelings of another is more of a character trait than a skill. But empathy can be learned and improved upon.
 - g. **Handle Surprises** – The ability to think on one's feet and create guidelines for oneself in these sorts of situations.
 - h. **Closing Ability** - Being able to end the conversation with confirmed satisfaction (or as close to it as one can achieve) and with the customer feeling that everything has been taken care of (or will be). Be sure to take the time to confirm with customers that every incident they had on deck has been entirely resolved.
5. The Offeror shall describe its approach for reviewing, grouping, and reporting Service Desk metrics to the Commonwealth, including, but not limited to, the following.
 - a. **Total Interactions** - This metric is a combination of calls, self-service and voicemails that are routed to a customer service representative. This reflects the total work that is assigned to the Service Desk.

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- b. Total Phone Calls - phone calls made to the Service Desk.
 - c. Abandoned Calls - customer hang-ups before being routed to a customer service representative.
 - d. Call Answered in < 20 Seconds - calls that are picked up within 20 seconds when routed to a customer service representative.
 - e. Average Speed to Answer - average answer times for the customer service representative.
 - f. Average Agent Call Duration - helps identify any deficiencies that need addressed if call durations average above 10-15 minutes.
 - g. Voicemail Count - Voicemails assigned to the Service Desk.
 - h. Self-Submit Count - Online ticket submissions assigned to the Service Desk.
 - i. Number of Customer Visits – number of times a technician is dispatched for desk-side support.
 - j. Average Customer Visit Time - identifies any deficiencies that need addressed if desk-side visit durations average above 30-45 minutes.
 - k. 1st Call Resolution - Number of calls that are resolved when they are initially taken by the Service Desk.
 - l. Customer Satisfaction Rating - Survey metrics related to the end user’s experience with the Service Desk.
 - m. Surveys Submitted – Number of responses received from the surveys that were sent.
 - n. Outages & Service Impacting Activities - identifies anything that may influence a higher than normal call volume.
 - o. Annual Total Calls per End User Ratio By Agency – helps to showcase demand and opportunities to target.
 - p. Average contacts handled per IT Service Desk employee per month – helps to showcase productivity and opportunity areas.
6. The Offeror shall describe its approach for handling repeated incidents and triggering problem management action, shifting from low-value incidents to establishing self-help, and establishing and maintaining knowledge articles for use by Service Desk personnel.

Offeror Response

HCH Enterprises, LLC (HCH) will develop a dedicated Service Desk and Phone Contact Center solution as part of the Phase I deliverables. We will work collaboratively with the Commonwealth to ensure the service desk management strategies are in alignment with the Customer Service Transformation (CST) goals. Our service desk solution will be one that is a modern, lean, digital-first, and citizen-centric platform that will serve the needs of Commonwealth users and will be empowered by technology that enables a digital engagement for all constituents. The implementation of this state-of-the-art, Platform-as-a-Service (PaaS) cloud-based solution will ensure longevity, flexibility, and continuity of service in meeting the current and future needs of the Commonwealth.

HCH has the necessary experience, and resources to deliver the optimal solution available to meet the needs in the provision of this single point of contact for the Commonwealth users and technical staff. Through this single-entry point of contact, the users will be able to report incidents for the new Public Web Presence service components, including, Websites, Content Management System, Applications,

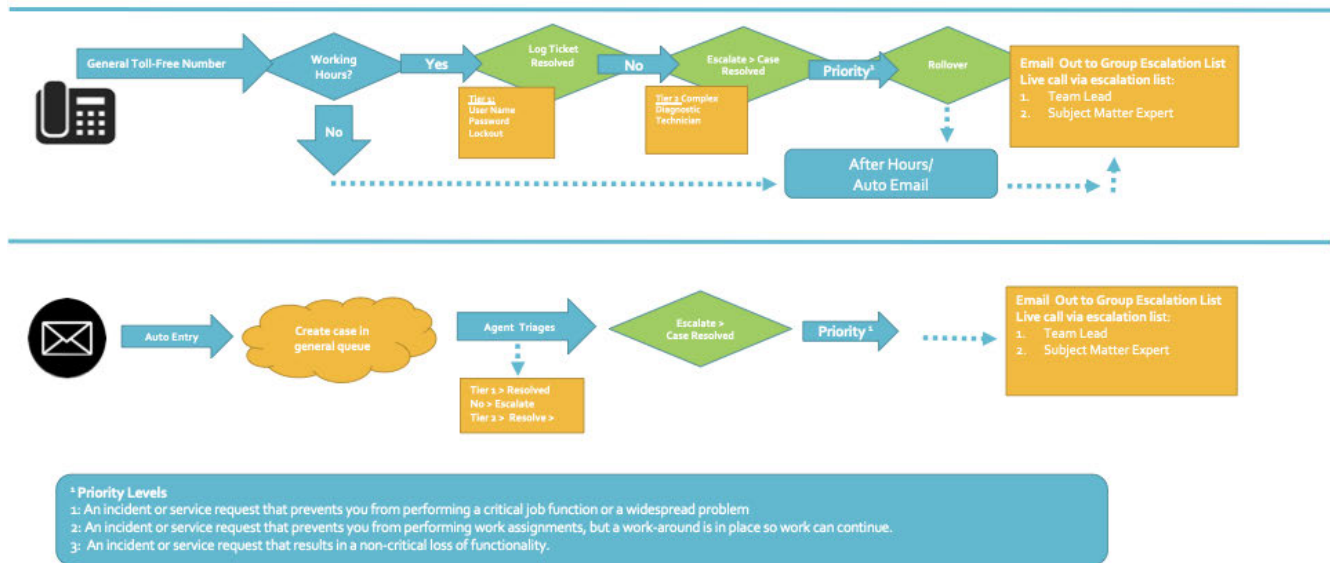
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Mobile Apps, Integrations, Hosting Services, and employee user issues with the Commonwealth's IT Service Management tool.

The Contact Center Core Service is a unified, omnichannel contact center solution powered by Cisco WebEx Contact Center. This includes licensing, setup, adoption, and support services to deliver a predictive customer experience platform that enables organizations to improve customer satisfaction and agent productivity, while enabling customers to manage to a budget. The Contact Center Core service can integrate with the cloud based unified communications offers (Core & Complete). Combined with Unified Communications, customers will experience a fully integrated cloud collaboration offering with access to calling and contact center services.

The Service Desk solution will include the ServiceNow platform that is part of the core operating platform to allow logging and managing incidents received from the Commonwealth users and IT Technical staff. The V.F. IT Service Management will be referred to for the appropriate configuration to be used to initiate case creation, and as a result, the cases and any tickets will be logged and associated to the incident.

Service Desk Concept



Personnel

HCH will provide a Program Manager to oversee the Contact Center Operations and Program Management dedicating ten (10) hours per week to oversee the program. There will also be a Business Analyst to provide oversight dedicating ten (10) hours per week to supporting, but not limited to:

- Systems Development Life Cycle (SDLC) and integration of the systems,
- Conduct oversight of Key Performance Indicators (KPI),
- Reporting requirements,
- Workflow documentation, recording and provide status updates,

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Our Service Desk agents are professionals that are knowledgeable in the skills and techniques required in both Tier 1 and Tier 2 support to provide exceptional customer service in both support center and call center environments. There will be a total of one (1) and one-half (.50) agent resources to respond to the inbound flow. They will be cross-trained, experienced in both Tier I and II support, defined as:

Tier 1 support includes end user use/access inquiries. Such support will and might include routine password resets, account lockout resolution, handling of general issues pertaining to traversing the PWP System or other routine first encounter needs of the pool of users.

Tier 2 support includes an inquiry that falls outside of the realm of Tier 1 support. Such inquiries will be identified at call inception. Since our agents are cross-trained in Tiers I and II, the agent will be skilled to escalate the issue. Such escalations will be monitored as part of its periodic metrics reporting in an effort to identify future potential needs or additional information or marketing strategies for dissemination across the core base of system users to ultimately minimize delays in service or improper routing of requests for service.

Our staff is skilled in effective listening to hear and carefully to understand the customer. They possess patience and have a calming presence to deal with confused or frustrated customers, even in unexpected situations or surprises. Our Customer Service Agents are trained to simply and clearly communicate, either verbally or in writing, to avoid unintended consequences. As experienced agents, they are astute in knowing when to end a conversation with success, leaving the customer satisfied that all is or will be resolved.

Metrics/Reporting

Metrics will be monitored and reported per the agreed frequency. Our Business Analyst and Program Manager will monitor to ensure required Key Performance Indicators (KPIs) are being met and/ or exceeded. HCH understands the value of the provided quantifiable measures to evaluate the objectives set forth in the PWP RFP, and their impact to the CSTs. HCH will design the metrics to monitor the customer feedback to prioritize for resolution. Monitoring requests and complaints will identify areas of improvement to satisfy the Customers' needs. A ticketing/numbering system will be implemented into the metrics capture to highlight and track common service issues and will be communicated to the customer. System tracking and documentation is critical to efficient resolution. Our approach and metrics will be utilized to determine continuous training opportunities, operational areas of improvement, and unmet customers' needs:

1. Total Interactions from a combination of calls, self-service and voicemails that are routed to a customer service representative. This productivity rate reflects the total work that is assigned to the Service Desk. We can then segment the Total Phone Calls made to the Service Desk.
2. First Contact Resolution (FCR) to monitor the how the agents resolve the issue on any day of the week. This is achieved by:

FCR= Total Number of Call Resolved on First Attempt

3. Average Call Abandonment Rate will be monitored to identify the customers abandonment by calculating the:

(Number of Calls Offered – Number of Calls Handled) *100

The number of Calls Offered

4. Call Answered in within twenty (20) seconds - calls that are picked up within 20 seconds when routed to an agent. The call volume will be monitored for any surge in agents needed.

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5. Average Speed to Answer will be monitored to ensure the agent is responding efficiently. Specifically, the day of the week and time of day will be tracked for any surge in agents needed.
6. Average Agent Call Duration monitoring will identify any deficiencies that need to be addressed if call durations average above the objective of ten (1) – fifteen (15) minutes.
7. Voicemail Count will be monitored to and referenced by day of the week and time of day. The number of voicemails recorded may impact the any surge in agents needed.
8. Self-Submit Count - Online ticket submissions assigned to the Service Desk will be measured and monitored.
9. Number of Customer Visits will be measured to monitor the number of times a technician is dispatched for deskside support.
10. Average Customer Visit Time will be measured to identifies any deficiencies that need to be addressed if desk-side visit durations average above thirty (30 to forty-five (45) minutes.
11. Customer Satisfaction Rating will be measured by Survey metrics related to the end user's experience with the Service Desk. A proven integrated management tool will be included following each phone call to gauge the customers overall satisfaction of the Contact Center. This measurement tool will quantify the impact of the customers' interaction with the Contact Center Representative and the value of the PWP resources being delivered to the customer. Feedback from emails, monitored calls, QA follow-up, and all communication channels will also be analyzed. Metrics will be determined by:
 - Surveys Submitted – Number of responses received from the surveys that were sent.
 - Outages & Service Impacting Activities - identifies anything that may influence a higher-than-normal call volume.
 - Annual Total Calls per End User Ratio By Agency – helps to showcase demand and opportunities to target.
 - Average contacts handled per IT Service Desk employee per month – helps to showcase productivity and opportunity areas.

Common Issues

HCH will track common issues and use a business continuity plan (BCP) based on best practices to resume operations in the event of an incident that prevents accessing the primary contact center facility. From a contact center platform perspective, we operate at a 99.99% uptime, with geographically separated data centers. Cisco maintains Cisco WebEx Contact Center & Calling service in geographically redundant co-location data center facilities. Service availability targets are set for 99.99% of the time each month. Platform maintenance and updates are done in accordance with Cisco WebEx Contact Center & practices in Section 2 (Maintenance). High availability and disaster tolerance capability will be provided in accordance with Cisco WebEx Contact Center & practices.

Common issues will be identified in metrics analysis, customer feedback, technology and operational performance. Customer feedback is critical and imperative to the Service Desk sustainability. Common issues related to technology performance will be identified in metrics implemented that target utilization. This includes the evaluation of multiple communication channels. The data and customer feedback will be reported to address issues that will increase the Service Desk functionality and customer satisfaction.

Common issues related to operational performance will also be included in the metrics design. The recommended number of Contact Center representatives will be deployed to maximize efficiencies and customer satisfaction. HCH will review and monitor the data to identify performance and attendance patterns to track these common issues.

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P. Quality and Sustainability

For all products and services proposed, the Offeror shall comply with the following Requirements and provide costs for these services in the *Ongoing Services* tab of **Appendix K, Cost Submittal**.

1. IT Service Management
2. Governance
3. Integration
4. Accessibility
5. Language Access
6. Security Components
7. Security Policies
8. Emergency Preparedness

Offeror Response

These items are all included in the costs exemplified in our Appendix K response.

Q. Accessibility

1. **Americans with Disabilities Act (ADA).** The Offeror shall make all public and employee facing Digital Content ADA compliant and must adhere to the Commonwealth's [ITP-ACC001 - Accessibility Policy](#). The Offeror shall describe and implement the approach, tools, methodology and experience that will be used to ensure that people with Disabilities have access to all online services developed under this contract. This shall include ways to incorporate the use of universal accessibility within design, communication methods, navigation, and technology to remove access barriers and to accommodate the needs of all users and use of emerging tools.
2. **General Standards.** The Offeror shall have a strong accessibility program that has woven accessibility into the culture, policies, processes, and procedures of its organization. Digital Accessibility relies on several components, including, but not limited to, content (text, images, multi-media, etc.), user agents (browsers, multi-media players, some assistive technologies), authoring tools (content management systems, blogs), and standards.

The Offeror is responsible for complying with the [revised Section 508 standards](#) and the current version of the [Web Content Accessibility Guidelines \(WCAG\)](#) (As of July 2020, the current version is WCAG 2.1.) Level AA is required, and level AAA is encouraged. Other standards may apply.

The Commonwealth uses the following two primary tools to assess the accessibility of IT purchases (goods and services): Policy Driven Adoption for Accessibility (PDAA) Vendor Self-Assessment and Voluntary Product Accessibility Template (VPAT). The Offeror shall complete **Appendix AA, PDAA Assessment** and provide VPATs for

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products included in its response. The minimum VPAT version required is 2.0. The current version 2.4, as of February 2020, is preferred and can found on the [ITI site](#). The Commonwealth reserves the right to request additional related artifacts.

- 3.□ **Browsers.** The Offeror shall make the websites and applications (public and employee facing) accessible via popular browsers, i.e., the most recent versions of Microsoft Edge, Firefox, Chrome, and Safari.

The Offeror shall have an accessibility testing methodology that includes testing with the most common screen readers and browser combinations as listed in [WebAim's most recent Screen Reader Survey Results](#) in addition to automated and manual testing (user testing and WCAG).

- 4.□ **Content Management System (CMS) Accessibility Administration.** The Offeror shall ensure that any CMS used by or for the Commonwealth meets the current version of the Worldwide Web Consortium's (W3C) Authoring Tool Accessibility Guidelines (ATAG). As of July 2020, the current version is 2.0. Authoring tools should 1) be accessible so people with Disabilities can create Digital Content and 2) help authors create more accessible Digital Content by promoting the production of content that conforms to WCAG.
- 5.□ **Devices.** The Offeror shall ensure that digital content is designed with universal or alternate access methods to accommodate Internet access via various devices. Personal handheld devices, interactive voice response (IVR), kiosks, cell phones, and wireless access protocol devices are among the different ways to access the Internet without the use of a traditional web browser. Not all these access devices will be able to accommodate the same level of display, communication and other programming capabilities that could be accessible on the Internet through a standard Internet browser. The Offeror shall provide the ability for the same basic functionality to be delivered over these different methods of access.
- 6.□ **Documents/PDFs.** Documents made available electronically, including but not limited to Word, Excel, PowerPoint, Adobe InDesign, and PDFs must comply with the revised Section 508 Standards which includes PDF/Universal Accessibility (PDF/UA) (ISO 14289), and the latest version of WCAG. The Offeror shall use PDF Techniques for WCAG 2.0 for additional guidance.
- 7.□ **Keyboard Accessibility.** Keyboard accessibility is one of the most important aspects of digital accessibility. Without keyboard accessibility (focus, visual indicators, appropriate navigation or reading order, skip links, etc.), people who are blind or have a mobility impairment may have difficulties accessing, or may not be able to access, Digital Content. The Offeror's accessibility testing methodology shall include keyboard testing.

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8. **Mobile Accessibility.** Mobile accessibility is covered in existing W3C Web Accessibility Initiative (WAI) accessibility standards and guidelines. The Offeror shall apply existing standards and guidelines, and use design and developer accessibility toolkits available for Apple and Android devices.
9. **User Agents.** The Offeror shall ensure that any user agents such as media players used by or built for the Commonwealth meet the current version of the W3C's User Agent Accessibility Guidelines (UAAG). As of July 2020, the current version is 2.0. A user agent that follows UAAG 2.0 will improve accessibility through its own user interface and its ability to communicate with other technologies, including assistive technologies (software that some people with Disabilities use to meet their requirements).
10. **Operations.** The Offeror shall support:
 - a. Training for agency content and website owners to ensure they understand how to use CMS templates created and/or managed by the Offeror to produce accessible Digital Content.
 - b. A monitoring program using the Commonwealth's recommended automated testing tool; providing reports that clearly identify which issues are managed by the Offeror and which are managed by Content Managers in the Commonwealth.
 - c. An accessibility roadmap outlining how and when they identify and fix issues in templates, websites, applications, and pages they create and/or manage.
 - d. Reporting in **VII.B. Communications Management Plan** that updates the Commonwealth on accessibility issues, the timeline for issue resolution, and other accessibility specific initiatives.
 - e. Accessibility compliance audits that conform to the Commonwealth's Accessibility Policy and Program:
 - i. Identify pages to audit based on approved sampling methodology.
 - ii. Select pages from publicly available content by identifying unique template and transactional pages; starting with the Commonwealth's most frequently visited pages.
 - iii. Perform full audit of sample pages against the latest WCAG A and AA success criteria.
 - iv. Assess severity levels and develop prioritization and remediation recommendations.
 - f. The Commonwealth's accessibility reporting requirements (training, issue management, etc.).
 - g. People with Disabilities and their preferred means of communication such as operator relay, video calls for Sign Language Interpreters, email, etc.
 - h. A channel for feedback and complaint management specific to accessibility.
 - i. A robust accessibility testing methodology.
11. **Software Development Lifecycle (SDLC).** The Offeror shall have incorporated accessibility throughout its SDLC. This includes but is not limited to the following Accessibility requirements:
 - a. People with disabilities in research studies

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- b. Accessibility information in design specs
- c. Accessibility content
- d. Designing & writing for diverse users
- e. Coding for accessibility (good syntax, aria, etc.)
- f. Testing [manual & automated (~30%)]
- g. Monitoring in production (automated testing, feedback)

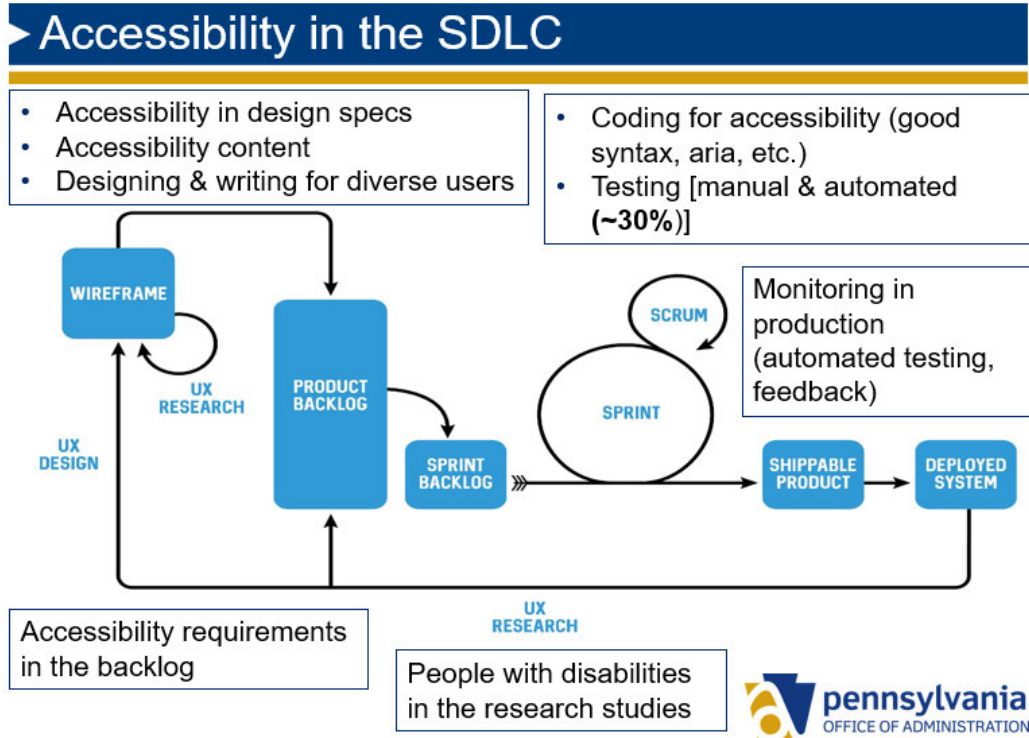


Figure 4: Accessibility in the Software Development Lifecycle

12. Software and Documentation. The Offeror shall have software that supports manual (assistive technologies like screen readers, color contrast analyzers, etc.) and automated accessibility testing.

Offeror Response

All of our users deserve to have the best possible experience. With this in mind, we utilize all of the accessibility functionality provided by the device such as Voice Over and Dynamic Type. All controls and content have the appropriate accessibility attributes set. In fact, it's these attributes that enable our automated user interface testing. Our accessibility experts work to ensure that all users have access to content, and have recently contributed this article on enabling accessibility on the modern web: <https://medium.com/engineered-publicis-sapient/enabling-accessibility-in-the-modern-web-376d56740b73>. We design all services to meet accessibility standards and with attention to assisted and inclusive design standards.

Accessibility is about making sure your service can be used by as many people as possible. Everything should be as inclusive and legible as possible. We build for needs, not audiences to create services for

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everyone in the Commonwealth, and those who might be thinking about coming to visit or live. Often the people who need government services the most are those who find them hardest to use. Specific design considerations include: designing for users on the autistic spectrum, for users of screen readers, with low vision, with physical or motor disabilities, who are deaf or hard of hearing, or users with dyslexia. Accessibility is not the responsibility of one person. Everyone on the team is responsible for making your service accessible. Note: accessibility is different from assisted digital, which means helping user with low digital skills or limited access to the web.

We have a long track record of designing accessible experiences and applications. Currently, most of our customers are following the WCAG 2.0 Accessibility Guidelines, and in particular, are trying to achieve WCAG 2.0 Level AA compliance. Our approach to this is to incorporate the guidelines into our design, starting with branding and through experience design, visual design, and code. At each of these steps, we perform an internal accessibility audit and address any violation of the guidelines.

Our Accessibility Capabilities

Design and development of accessible experiences include:

- Incorporating accessibility thinking into all phases of design and development to ensure experiences are accessible up front across all device types.
- Accessibility assessments of content & code.
- Reviewing designs to detect accessibility issues and provide guidance before development starts.
- Manual and automated testing across a variety of devices post-development.
- Cross-discipline accessibility training
- Preventing accessibility issues through education for all team members including experience and visual designers, developers, and copywriters.
- Helping organizations embed accessibility compliance within their internal processes.
- Quality assurance and testing strategy evaluation

Publicis Sapient understands the importance of the Americans with Disabilities Act. During Phase 2, we will assess all current content for compliance with ADA and ITP-ACC001 – Accessibility Policy. We will create a remediation plan as part of Phase 2 planning that will address any deficiencies in current content. We will develop all new content to be compliant with ADA. We will also comply with the cited General Standards. Our compliance will be evaluated against the Web Content Accessibility Guidelines and 508 standards and will comply with Level AA at a minimum, with the target of Level AAA a stated goal. We will also complete Appendix AA, PDAA Assessment, as requested.

Publicis Sapient will support the most current versions of Microsoft Edge, Firefox, Chrome and Apple Safari browsers and will also support the most common screen reader and browser combinations as described in WebAim’s most recent Screen Reader Survey Results.

Our proposed CMS solution from Adobe meets the required accessibility guidelines (ATAG) from W3C. Content will be designed with universal usage in mind, anticipating the need for alternative devices which do not use a traditional web browser and will provide the same basic functionality over different access methods.

All documents made available will comply with Section 508 standards and ISO 14289.

All content will be designed to provide keyboard accessibility including focus, visual indicators, appropriate navigation or reading order, skip links, etc. to support blind users or people with mobility impairments. We will test such access as part of our testing methodology.

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We will comply with W3C WAI standards and guidelines for mobile access. We will also ensure that any user agents, such as media players, meet the W3C UAAG.

For Operations, Publicis Sapient will support training for content and website owners. We will establish monitoring of accessibility via automated testing tools and provide compliance reports. A roadmap template for how to identify and fix access issues in templates, websites and applications will be provided. We will comply with the reporting requirements of VII.B Communications management plan with respect to accessibility issues and resolution. We will conduct compliance audits conforming to the Commonwealth's Accessibility Policy and Program. We will support accessibility reporting requirements. People with disabilities will be supported by their preferred means of communication, and a feedback and complaint channel will be established and incorporated into the testing methodology.

Our approach to the SDLC will comply with the requirements stated in Section 11. We will incorporate accessibility in design, content, coding, testing, monitoring and will have a feedback loop that builds new accessibility requirements into the backlog. Finally, we will use software that supports manual and automated accessibility testing.

Adobe Experience Manager

AEM can be used to create level A and AA compliant sites in accordance with the W3C WCAG 2.0 standard.

AEM templates can be developed to define and mandate compliance accessibility standards planned into the web content management implementation; the specific accessibility criteria can be designed into and may be enforced by configurable templates.

AEM supports both standard accessibility features, including alternate text for images as well as additional features that can be accessed when creating content with components that use the rich text editor (RTE). Content authors can use features of the RTE to provide structural information through headings and paragraph elements. Customers can configure and customize these features by configuring RTE plugins for the component. For example, the paraformat plugin allows you to add additional block level semantic elements, including extending the number of heading levels supported beyond the basic H1, H2 and H3 provided by default. With structural elements, available in the RTE via the paragraph format options, AEM provides a good basis for the development of accessible content. Content author must select the appropriate structural elements, such as headings and use global styles chosen from the Styles option. This ensures clean mark-up, greater options for users who browse with their own style sheets and correctly structured content. In some cases, content authors will find it necessary to examine and adjust the HTML source code created using the RTE. For example, a piece of content created within the RTE may require additional mark-up to ensure compliance with WCAG 2.0. This can be done with the source edit option of the RTE. To further extend the accessibility features of AEM, it is possible to extend the existing components based on the RTE (such as the Text and Table components) with additional elements and attributes.

AEM is designed to enforce 508, W3C, and other accessibility standards. AEM templates define and mandate compliance accessibility standards planned into the implementation.

R. Language Access

The Commonwealth is required to provide appropriate access to people with limited English proficiency (LEP). The Offeror shall translate public facing Digital Content; including documents, that contain vital information about agency programs and services into frequently encountered languages to ensure meaningful access by individuals with LEP.

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1. The frequently encountered languages must include the following languages and the Offeror must be able to add additional languages at any time at the Commonwealth's request:
 - a. English (default)
 - b. Spanish
 - c. Arabic
 - d. Chinese (Mandarin and Cantonese)
 - e. French
 - f. Korean
 - g. Russian
 - h. Vietnamese
 - i. Nepali
 - j. Polish
 - k. Italian
 - l. German
 - m. Gujarati
 - n. Haitian Creole
 - o. Mon Khmer, Cambodian
 - p. Portuguese
2. In Phase One, the Offeror shall support:
 - a. Unauthenticated public users selecting a primary language for their session.
 - b. Multi-lingual Digital Content
3. In Phase Two, the Offeror shall provide options to support:
 - a. Registered users personalizing their profile account by selecting a primary language for their session, digital assistant, etc.
 - b. Chatbots or virtual assistants leveraging real-time translation services to answer questions and guide users.
 - c. Content workflows including translation service integration, review and in complex cases, manual validation.
 - d. Translation as a service incorporated into the overall content processes serving all agencies with the same capability to ensure consistency in experience across agencies.
 - e. Human and machine translation workflows via a variety of translation providers.
 - f. Manual translation supported by CMS aided workflow using internal or external services.
 - g. Automated translation leveraging API based and can include CMS based workflow steps.
 - h. Mix of manual and automated depending on content authors' needs.
 - i. Keeping a dictionary of specific translations that will be automatically put into the code so that the browser uses that preferred translation of that term as part of the larger translation.

Offeror Response

Below is based on our understanding on the requirement, assumptions and high-level representation of the requirement:

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Phase 1 - Current State Understanding:

The existing web platform is hosted and managed on WordPress and Microsoft SharePoint. The content and web assets including documents are in English and not hosted in a centralized system. Keystone Login Service is used in the Platform for login and SSO. Websites managed in the platform are multilingual where the translated content is not stored on the platform; however, it is translated in real time by the end user's browser using Google Web Translator Widget. The Widget allows an unauthenticated user to select the preferred language to read the content; the same is saved for the session. Content displayed on the website is translated in the selected language by the Widget; however, the content of the documents is not translated and is presented in English only to the end user. The platform is expected to support the multilingual content along with displaying the documents with translated text to the end users. The business users/agencies have no control on the translation done to the website content by Google Translation Widget on the website. The websites hosted in the existing platform are not SEO friendly and the translated content is not searchable over the web.

Assumptions:

- There are no open/known issues related to the Google Translation Widget or Features.
- The existing services and features on the platform are required to be supported in an as-is state with the existing platform.
- New development for creating multilingual support on the platform is not covered in case the Google Translation Widget is deprecated.
- No license cost is expected to be paid by Publicis Sapient.
- No variation in content/structure of the page is in scope, if viewed in different languages.
- Authoring of the content will be done in English only or as supported by the existing implementation.
- Assets (PDF, documents, images, etc.) are not to be changed/translated if the page is viewed in different languages.
- No text will be embedded in the Images.
- No new development is needed for developing these features but to provide support for the existing implementation.

Phase 2:

Publicis Sapient is expected to complete Discover, Define and Define phases and to recommend the services licenses to be procured for implementing the requirements including Translation, Smart Tagging, Campaign, Target, Image Delivery, Documents Translation, Translation Workflow, Personalization, AI Chatbot, etc. Below are the key issues in the existing platform:

- No central system for hosting the web assets of the Commonwealth of Pennsylvania exists; they are hosted in WordPress and Microsoft SharePoint.
- Google Web Translator Widget is used on the websites for translation of the content at the client side; however, the documents are not translated to the selected language by the user.
- Translated (Multilingual) content on the websites is not SEO-friendly and is not searchable on the web.
- Business user/agencies/content writers/authors have no review/control on the content translated by the Google Web Translator Widget at browser of the end user.
- No smart tagging or classification of the web assets are available at the hosting system.

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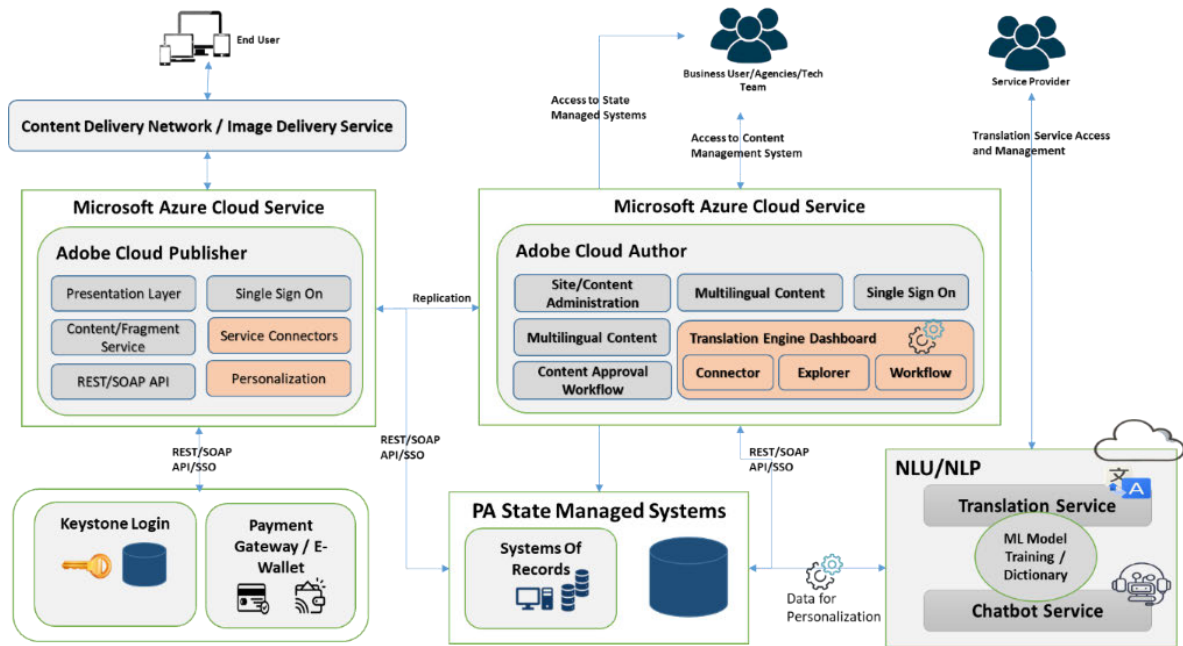
- □ Translated content is not saved for repurpose; however, it is translated per session on the fly by the Widget at each end user's browser.

Proposed CMS:

The proposed CMS is Adobe Experience Manager (AEM) Cloud Service. AEM is a SaaS Solution hosted in Microsoft Azure Cloud Services. AEM comes with several customizable features like smart tagging, search, i18N, multilingual content and website hosting, assets management, and translation connectors. AEM comes as part of the Adobe Marketing Cloud Suite and is the best fit for the requirements and future state for the Commonwealth of Pennsylvania. The suite features a complete set of solutions, including Adobe Campaign, Adobe Social, Adobe Experience Manager, Adobe Media Optimizer, Adobe Target, Adobe Sensei and Adobe Analytics, as well as an intuitive interface that allows users to sync content, insights and data across multiple marketing channels.

In the proposed CMS, the Commonwealth websites will have multilingual content searchable, exposed and hosted in/from the central system, i.e., AEM. During Discovery, Define and Design phases, the Publicis Sapient team would recommend the services to procure licenses for delivering the requirements. All custom implementation will be estimated and implemented separately.

The picture below shows the high-level view of integration with the NLU/NLP system offering translation and AI Chatbot services, with personalization. The Translation Engine Dashboard is a custom implementation module offered by the Translation service and hosted in AEM. The Translation Custom module allows the content authors to initiate/review/reject/manage the translated content and documents lifecycle. The NLU/NLP system will have integration with "System of Records" for offering personalized content or chat. It is assumed that Publicis Sapient and the partnered service providers will have all the required access to the Commonwealth's infrastructure and any additional support for enablement will be provided by the Commonwealth and estimated separately.



AEM supports integration with several translation services for automated translation as well as human translation with workflows for review in complex cases and manual validation. AEM includes the capability to connect to Microsoft Translator by default. For other translation providers. The following translation vendors provide an implementation of the new API for the Translation Projects.

- [Clay Tablet Technologies](#) (not on PackageShare, contact vendor directly)

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- [Cloudwords](#)
- Lionbridge
- [CrossLang NV](#)
- [Lingotek](#)
- Microsoft (Microsoft Translator is pre-installed in AEM)
- [Smartling](#)
- [Translations.com](#)
- [SDL WorldServer](#)
- [SDL TMS](#)
- [Systran](#)
- [Altlang](#)

AEM provides several tools for managing web sites that you create in multiple languages. To manage multilingual web sites, create language copies of your site and then translate the content. A language copy is a copy of an existing site that is to be translated to another language. The pages of the language copy use a specific naming convention to indicate the language of the content. Language copies are comprised of branches (trees) of pages, just like the originating site.

Translation projects enable you to manage the translation of AEM content. A translation project is a type of AEM [project](#) that contains resources that are to be translated into other languages. These resources are the pages and assets of the [language copies](#) that are created from the language master.

When resources are added to a translation project, a translation job is created for them. Jobs provide commands and status information that you use to manage the human translation and machine translation workflows that execute on the resources.

Translation projects enable you to manage the translation of AEM content. A translation project is a type of AEM [project](#) that contains resources that are to be translated into other languages. These resources are the pages and assets of the [language copies](#) that are created from the language master.

When resources are added to a translation project, a translation job is created for them. Jobs provide commands and status information that you use to manage the human translation and machine translation workflows that execute on the resources.

Please see <https://experienceleague.adobe.com/docs/experience-manager-65/administering/introduction/tc-manage.html#introduction> for details.

S. Security Components

The Offeror shall fully describe its approach to security, including but not limited to, architectural design, incident response monitoring and reporting, system and application patch management and the use of firewall hardware and software, anti-virus, host-intrusion detection and prevention solutions and how these will be configured on its network. The Offeror shall submit a narrative response explaining how its proposal addresses each of the following Commonwealth security components:

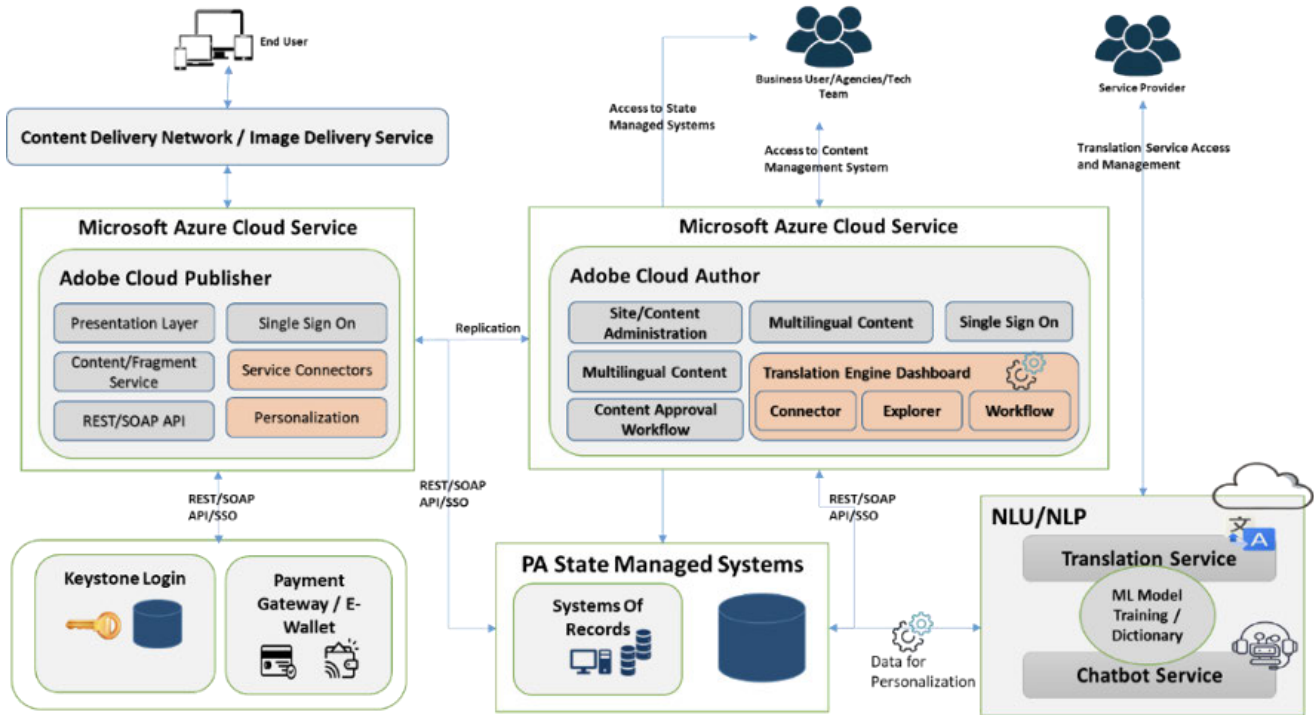
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- 1.□ Security architecture. The Offeror shall align with Security Reference Model (SRM) concepts per the established Enterprise Architecture (EA) framework in **Appendix A, Commonwealth Enterprise Architecture Framework**.
- 2.□ Encryption services. The Offeror shall employ encryption protocols and mechanisms in alignment with preferred Commonwealth capabilities, products, and roadmaps.
- 3.□ Security Policy and compliance enforcement via integrations with established Commonwealth monitoring and enforcement solutions, tools, and services, including those associated with future capability enhancements.
- 4.□ Security scans. The Offeror shall provide quarterly vulnerability scans and documentation of an annual third-party security assessment and execution of remediation plan.
- 5.□ Security audits. The Offeror shall provide audit documentation, including but not limited to, System and Organization Controls (SOC) 2 Type II audit and report consistent with the guidelines in *Attachment 2-B, SOC Reporting Requirements of Appendix U, IT Contract Terms and Conditions*.
- 6.□ User authentication and authorization. The Offeror shall align with Customer Service Transformation (CST) single sign-in principles, including integration with and the use of Keystone Login, the associated directories for business partners and citizens, and established identity verification services where appropriate.
- 7.□ Multifactor Authentication (MFA). The Offeror shall employ multi-factor authentication for integration with and access to applications, integrating into the Commonwealth's established MFA services.]
- 8.□ Service tools. The Offeror shall provide to the Commonwealth unrestricted access to Service Data.

Offeror Response

There are multiple layers of security in our solution. The diagram below depicts the solution architecture.

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We will utilize Keystone Login for identity and access management in conjunction with Single Sign On. We will use Microsoft Azure Application Firewall to provide firewall and intrusion detection and threat detection and intelligence using Azure Security Center. We use encrypted transmission protocols for all privileged communications containing sensitive information. We encrypt sensitive data at rest in database systems. We provide virus detection and intrusion detection via Azure.

We will document our solution architecture in accordance with Appendix A – Commonwealth Enterprise Architecture Framework.

We will provide encryption protocols and mechanisms in compliance with preferred Commonwealth capabilities, products and roadmaps.

We will provide security policy and compliance enforcement within the applications and through the use of role-based access security based on use of Keystone Login.

Security scans will be conducted quarterly and an annual 3rd party assessment will be conducted. We will remediate deficiencies in coordination with the Commonwealth.

We will provide audit documentation complying with SOC 2 Type II in accordance with Appendix U, IT Contract Terms and Conditions.

We will enable Single Sign on wherever possibly using integration with Keystone Login aligned with Customer Service Transformation principles.

Multifactor Authentication (MFA) will be employed, integrating with Keystone Login and Commonwealth established MFA services.

We will provide the Commonwealth unrestricted access to Service Data.

T. Security Policies

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The Offeror shall comply with and adhere to the Commonwealth Security Policies and Standards for any work developed under the Contract resulting from this RFP. These [IT Policies \(ITPs\)](#) may be revised from time to time, and the Offeror shall comply with all such revisions. The Offeror shall submit a narrative response explaining how its proposal addresses each of the following Commonwealth security ITPs.

1. ITP_SEC000- Information Security Policy. ITP_SEC000 requires that data and personnel be in the United States of America. The Offeror shall describe the location(s) of its server and data centers as well as the location of the workforce accessing them.
2. ITP_SEC001- Enterprise Host Security Software Suite Standards and Policy.
 - a. The Offeror shall describe its general approach to information security awareness training, and education.
 - b. The Offeror shall describe its compliancy with federal and state guidelines and regulations regarding the collection, maintenance, use, and security of **IT Resources**, as defined in [Management Directive 205.34](#).
 - c. The Offeror shall describe its implementation of prudent, reasonable, and effective practices for the protection and security of **IT Resources**, which includes the protection of sensitive and confidential information against accidental or deliberate unauthorized disclosure, modification, or destruction
 - d. The Offeror shall describe its procedures for responding to incidents, breaches, or misuse of **IT Resources**.
 - e. The Offeror shall describe its processes for protecting sensitive data during transmission, processing, and storage.
 - f. The Offeror shall describe its procedures to mitigate overall and specific risks of breach or misuse of Commonwealth **IT Resources** and the damages and costs associated with a breach or misuse. This would include patching, internal, and external scanning, and monitoring.
3. ITP_SEC002 – Internet Accessible Proxy Servers and Services. The Offeror shall describe its environment for:
 - a. Anti-Virus Protection on endpoints enforce mode;
 - b. Host Intrusion Prevention on endpoints enforce mode;
 - c. Incident/Forensic Response ability to do forensic analysis on endpoints; and
 - d. Advanced Persistent Threat Endpoint Protection - malware protection enforce mode.
4. ITP_SEC003 - Enterprise Security Auditing and Monitoring. The Offeror shall describe its services for Internet access monitoring, content filtering, SSL decryption and inspection
5. ITP_SEC004 - Enterprise Web Application Firewall. The Offeror shall describe its utilization of a web application firewall (WAF) specific to:
 - a. Minimizing the threat window for each exposure by blocking access to vulnerability until the vulnerability can be fixed in the source code;
 - b. Meeting PCI, HIPAA, Privacy compliance requirements;
 - c. Monitoring end-user’s transactions with a web application; and

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- d. Providing an additional layer of web application hardening (Open Web Application Security Project) OWASP protection.
- 6. ITP_SEC006 - Commonwealth of Pennsylvania Electronic Signature Policy. ITP_SEC006 allows the Commonwealth to accept electronic signatures. The Offeror shall describe its capabilities for implementing electronic signatures for relevant applications.
- 7. ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication.
 - a. The Offeror shall utilize the Commonwealth's enterprise directories and password policies and describe its compliance and implementation capabilities.
- 8. ITP_SEC008 - Enterprise E-mail Encryption. The Offeror shall describe its process for
 - a. Protecting and encrypting all outbound e-mails where the e-mail contents contain sensitive information;
 - b. Compliance with federal mandates requiring secure e-mail transmissions;
 - c. Ensuring that sensitive communications and exchange of information originating from the Commonwealth will not be compromised; and
 - d. Decrypting secure messages received by external Commonwealth e-mail recipients.
- 9. ITP_SEC009 - Minimum Contractor Background Checks Policy. Due to the potential access to confidential or other sensitive data such as Personally Identifiable Information (PII) or Protected Health Information (PHI), all personnel engaged in the delivery of services on the Contract resulting from this RFP must complete background checks. The Offeror shall describe its process for ensuring staff and subcontractor compliance with the following requirements.
 - a. The Offeror shall arrange for a background check for each of its staff and subcontractors who will have access to Commonwealth IT facilities, either through on site or remote access. Background checks must be conducted via form [SP 4-164 Request for Criminal Record Check](#). The background check must be conducted prior to initial site access by a contracted resource and annually thereafter.
 - b. The background check must be checked for the previous five (5) years for
 - i. Crimes against property;
 - ii. Crimes involving theft;
 - iii. Crimes involving telecommunications and electronics;
 - iv. Crimes involving fraud;
 - v. Crimes against public administration; or
 - vi. Crimes of violence.
 - c. A fingerprint database search will be required for IT Employees having access to the PA Commonwealth Law Enforcement Assistance Network (CLEAN) by either on site or remote computer access.
 - d. The Offeror will be responsible for the payment of all fees associated with background checks for their IT Employees and/or subcontracted employees.
- 10. ITP_SEC010- Virtual Private Network Standards. The Offeror shall describe its capabilities to provide Virtual Private Network (VPN) access to its networks and connected systems.

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11. ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls. The Offeror shall maintain perimeter defense and describe its firewall implementation.
12. ITP_SEC015- Data Cleansing. The Offeror shall describe its processes for cleansing of data from electronic media when the data retention requirements have expired, the data is no longer needed, or the data is scheduled for disposal.
13. ITP_SEC016- Commonwealth of Pennsylvania - Information Security Officer Policy. The Offeror shall provide contact information for an information security officer who is responsible for all security matters related to the Commonwealth account.
14. ITP_SEC017- Commonwealth Policy for Credit Card Use for e-Government. The Offeror shall describe its processes for accepting credit card payments and its adherence to PCI requirements.
15. ITP_SEC019 - Policy and Procedures for Protecting Commonwealth Electronic Data. The Offeror shall describe its processes for classifying sensitive data and protecting confidential or other sensitive data entrusted to its care.
16. ITP_SEC020 - Encryption Standards for Data at Rest. The Offeror shall describe its processes for encrypting data at rest in accordance with established standards for protecting confidential or other sensitive data while stored in its systems.
17. ITP_SEC021- Security Information and Event Management Policy. The Offeror shall describe its processes for logging events to include:
 - a. Log collection and consolidation;
 - b. Security event collection from multiple sources (firewalls, routers, servers, etc.);
 - c. Identification of security related events and incidents;
 - d. Automated response/alerting capability when incidents are detected; and
 - e. Correlation of events from multiple sources.
18. ITP_SEC023 - Information Technology Security Assessment and Testing Policy. The Offeror shall describe its processes for both internal and external security scans and shall provide the results of such to the Commonwealth upon request.
19. ITP_SEC024 - IT Security Incident Reporting Policy. The Offeror shall describe its processes to ensure compliance with The Pennsylvania Data Breach Notification Act.
20. ITP_SEC025 - Proper Use and Disclosure of Personally Identifiable Information (PII).
 - a. The Offeror shall describe its policies and procedures to ensure the proper electronic use and disclosure of Personally Identifiable Information (PII), in accordance with the Commonwealth's [Breach of Personal Information Notification Act](#).
21. ITP_SEC029 - Physical Security Policy for IT Resources. The Offeror shall describe its policies and practices to ensure the protection of physical facilities and appropriate screening for facility access.
 - a. While working at any Commonwealth facility, the Offeror's personnel shall ensure cooperation with Commonwealth site requirements, which includes providing information for Commonwealth badging and being escorted. Offeror employees and Commonwealth approved subcontractors who do not have a Commonwealth badge, shall always display their company identification badge while on Commonwealth premises. The Commonwealth reserves the right to request additional photo identification from Offeror and subcontractor employees.

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- b. □ Some Commonwealth sites, i.e., the State Police and Department of Corrections, require each person entering the premises to document an inventory of items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, Offeror personnel and subcontractors shall always have a list of tools being brought onto a site and be prepared to present the list to a Commonwealth employee upon arrival, as well as present the tools or equipment for inspection. Before leaving the site, Offeror and subcontractor personnel will again present the list and the tools or equipment for inspection. Upon both entering the site and leaving the site, Offeror personnel and subcontractors may be searched by Commonwealth staff, or a correctional or police officer.
22. □ ITP_SEC031- Encryption Standards for Data in Transit. The Offeror shall describe its processes for protection of confidential or other sensitive Commonwealth data that stored within Offeror systems.
23. □ ITP_SEC032 - Enterprise Data Loss Prevention (DLP) Compliance Standards. The Offeror shall describe its processes for Data Loss Prevention (DLP) and related services.
24. □ ITP_SEC034- Enterprise Firewall Rule Set. The Offeror shall describe its perimeter firewall system.
25. □ ITP_SEC035 - Mobile Device Security Policy. If the Offeror permits mobile device access to its systems, it shall describe its procedures to grant such access and protect those systems in the event of a lost or stolen mobile device.
26. □ ITP_SEC037 - Identity Proofing of Online Users. The Offeror shall describe its use of the Commonwealth's established identity proofing service.
27. □ ITP_SEC039 – Keystone Login. The Offeror shall describe its use of the Commonwealth's Keystone Login service.

Offeror Response

Publicis Sapient understands the need for security policies and will comply with Commonwealth Security Policies and Standards, including revisions, which in some cases may constitute a change of scope to address. We will comply with all currently stated policies within our scope of work. Specifically, we will address the following:

1. ITP_SEC000 – Our workforce will work exclusively in Publicis Sapient locations in the United States, including but not limited to our Pennsylvania and Virginia offices. Additionally, due to COVID, many of our workers are working remotely from their homes in the United States. We will utilize Azure Regions in our proposed solution and will restrict the use of such centers to the U.S. only as supported by Azure for FedRAMP. These regions include:

- Central US
- East US
- East US 2

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- North Central US
- South Central US
- West Central US
- West US
- West US

2. ITP_SEC001

- a. Publicis Sapient conducts annual training on information security and privacy as well as corruption and bribery training. Every employee is required to pass this training upon hire, and annually thereafter.
- b. With respect to Management Directive 205.34, PS will provide each employee on the project with a copy of the directive and require a signed acknowledgement of receipt and awareness of the requirements. PS will conduct an initial onboarding exercise reviewing the directive for the team (along with other security concerns) and will record the session. Any new members will be required to view the recording and acknowledge the information provided.
- c. Upon project initiation, PS will conduct onboarding exercises regarding security and privacy to ensure knowledge and awareness of policies for all project team members. Annual reviews will be conducted to ensure continued awareness. In general, we restrict access to sensitive information to the smallest possible set of individuals who need to access the information for legitimate purposes. For example, database access is limited, and we use anonymized data in pre-production systems wherever possible to mask sensitive information. In most cases we do not allow our employees access to production systems to prevent access to sensitive information.
- d. PS takes breaches of security seriously. We have a Global Security Resource Office (GSRO) which is responsible for managing any reported breaches or incidents. Upon detection, we will coordinate with the Commonwealth and our GSRO to determine actual details, create a remediation plan, and execute that plan to the Commonwealth's satisfaction.
- e. PS will use normal means of protection for data during transmission, including encrypted connections (HTTP/S, etc.), secure file transfer and overall data encryption. Sensitive data will be stored in an encrypted fashion, usually in encrypted tables within a database.
- f. The PS solutions is based on Microsoft Azure. Microsoft follows a shared responsibility model for securing customer's workloads on Azure. The following diagram illustrates the areas of responsibility between you and Microsoft, according to the type of deployment of your stack.

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For all cloud deployment types, you own your data and identities. You are responsible for protecting the security of your data and identities, on-premises resources, and the cloud components you control (which varies by service type).

Regardless of the type of deployment, the following responsibilities are always retained by you:

- Data
- Endpoints
- Account
- Access management

Microsoft is responsible for Azure infrastructure including physical hosts, physical network and physical data center.

Configuration and change management

Azure reviews and updates configuration settings and baseline configurations of hardware, software, and network devices annually. Changes are developed, tested, and approved prior to entering the production environment from a development and/or test environment.

The baseline configurations that are required for Azure-based services are reviewed by the Azure security and compliance team and by service teams. A service team review is part of the testing that occurs before the deployment of their production service.

Vulnerability management

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Security update management helps protect systems from known vulnerabilities. Azure uses integrated deployment systems to manage the distribution and installation of security updates for Microsoft software. Azure is also able to draw on the resources of the Microsoft Security Response Center (MSRC). The MSRC identifies, monitors, responds to, and resolves security incidents and cloud vulnerabilities around the clock, every day of the year.

Vulnerability scanning

Azure implements vulnerability scanning by actively scanning server operating systems, network devices, web applications, and databases in the Azure inventory with authenticated scans. All scans are performed on a monthly basis. The vulnerability scanning tools provide Azure updates as new vulnerabilities are identified and reported. Scans are also performed when newly identified vulnerabilities are added for each type of scan. The Azure security team manages the vulnerability management program and provides scanning services for the environment. The security team is responsible for the identification, assessment, and notification of vulnerabilities to Azure personnel, who are responsible for the remediation of verified vulnerabilities on operating systems, network elements and applications deployed in the Azure environment.

Azure contracts with independent assessors to perform penetration testing of the Azure boundary. Red-team exercises are also routinely performed and the results are used to make security improvements.

Protective monitoring

Azure security has defined requirements for active monitoring. Service teams configure active monitoring tools in accordance with these requirements. Active monitoring tools include the Microsoft Monitoring Agent (MMA) and System Center Operations Manager. These tools are configured to provide time alerts to Azure security personnel in situations that require immediate action.

Incident management

Microsoft implements a security incident management process to facilitate a coordinated response to incidents, should one occur.

If Microsoft becomes aware of unauthorized access to customer data that's stored on its equipment or in its facilities, or it becomes aware of unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of customer data, Microsoft takes the following actions:

- Promptly notifies the customer of the security incident.
- Promptly investigates the security incident and provides customers detailed information about the security incident.
- Takes reasonable and prompt steps to mitigate the effects and minimize any damage resulting from the security incident.

An incident management framework has been established that defines roles and allocates responsibilities. The Azure security incident management team is responsible for managing security incidents, including escalation, and ensuring the involvement of specialist teams when necessary. Azure

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operations managers are responsible for overseeing the investigation and resolution of security and privacy incidents.

3. We provide these services using a combination of Microsoft Defender Advanced Threat Protection (MDATP), Microsoft Cloud App Security (MCAS) and DLP in office 365.
4. Azure prevents unauthorized and unintended information transfer by implementing several technical controls for controlling the network. Furthermore, strong access controls including two factor authentication into the Azure production systems, and usage of security groups prevent unauthorized or unintended transfer of information through shared resources.

Azure implements the transmission integrity and confidentiality control by ensuring that cryptography is implemented through a hybrid model.

The following is a high-level list of the symmetric and asymmetric keys used for encrypting and protecting confidentiality of data:

- Use AES for symmetric encryption/decryption
- Use 128-bit or better symmetric keys
- Use RSA for asymmetric encryption/decryption and signatures
- Use 2048-bit or better RSA keys
- Use SHA-256 or better (SHA-384, SHA-512) for hashing and message-authentication codes

In addition, Azure has implemented cryptography in the following ways:

- Communications between the Azure service offerings and the Azure Management Portal are configured to accept FIPS 140-2 validated encryption. The customer is responsible for requiring FIPS 140-2 validated encryption levels on their users' browsers.
- Azure virtual environment enforces key communications between Azure internal components to be protected with self-signed SSL certificates. Hardware Security Modules used by the KeyVault service employ FIPS 140-2 validated encryption.
- Azure inbound and outbound communications are monitored continually using their centralized monitoring, correlation, and analysis systems that manage the large amount of information generated by devices within the environment. The monitoring tool and the audit logging process provides automated logging and alerting capabilities by utilizing monitoring agents throughout the system and to generate alerts.
- Azure uses digital certificates to establish the identity of bastion host as the access point to the Azure environment. Digital certificates are used in public key cryptography (PKI) to establish the identity

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of a server or client for purposes of authentication. This also supports encrypted connections using TLS, which is resistant to man in the middle attacks.

- All communications between Azure internal components that transfer confidential information are protected using TLS. In most cases, SSL certificates are self-signed, and their fingerprints are distributed over the same channels as the IP addresses. Exceptions are for any certificates for connections that could be accessed from outside the Azure network (including the storage service), and for the FCs. FCs have certificates issued by a Microsoft CA that chains back to a trusted root CA.

For web-based applications, Azure Application Gateway can be used as the front end to provide additional security protections. [Azure Application Gateway](#) is a web traffic load balancer that enables you to manage traffic to your web applications.

Application Gateway includes the following features:

- [Secure Sockets Layer \(SSL/TLS\) termination](#)
- [Autoscaling](#)
- [Zone redundancy](#)
- [Static VIP](#)
- [Web Application Firewall](#)
- [Ingress Controller for AKS](#)
- [URL-based routing](#)
- [Multiple-site hosting](#)
- [Redirection](#)
- [Session affinity](#)
- [Websocket and HTTP/2 traffic](#)
- [Connection draining](#)
- [Custom error pages](#)
- [Rewrite HTTP headers and URL](#)
- [Sizing](#)

5. Microsoft Azure offers multiple security mechanisms including an application firewall – Azure Firewall.

a. The Azure Firewall provides intelligent security that allows for restricting access to vulnerable sites. Threat intelligence-based filtering can be enabled to alert and deny traffic from/to known malicious IP

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addresses and domains. The IP addresses and domains are sourced from the Microsoft Threat Intelligence feed. Intelligent Security Graph powers Microsoft threat intelligence and is used by multiple services including Azure Security Center.

b. Our hosting provider Microsoft enables our customers and partners to realize tangible benefits such as cost reduction, business agility flexibility and scalability as well as compliance support for regulations including but not limited to HIPAA. We enable you to address the physical, technical, administrative and organizational safeguards required of covered entities using:

- Cloud infrastructure, platform and software offerings with embedded security and privacy controls
- A software development process that builds in on-going security
- Automated security policies in the operation of our datacenters
- Leading edge and constantly updated security technology embedded in our products
- Built-in business resiliency backed up by a money-back guarantee
- A process-driven framework for online security to support HIPAA requirements, but also through support of certifications such as ISO 27001, SAS 70 Type II, SSAE16, and EU Safe Harbor

c. End user transactions can be monitored using Azure Application Insights which provides a unified diagnostic experience across all applications deployed in Azure.

d. We will determine hardening once application configurations are established in Phase 2 and will meet OWASP maturity level 1 as a minimum in Phase 3.

6. Our solution includes Adobe Sign for capture and management of electronic signatures.

7. Per ITP_SEC007, PS will comply with Commonwealth password policies.

a. PS will utilize the Commonwealth's enterprise directories and will comply with its password policies. PS utilizes MFA and strong passwords for all our internal communications channels.

8. PS policy does not allow for transmission sensitive information via e-mail. Our e-mail system is scanned for viruses automatically.

a. We will not use email to send sensitive information. Such transfers, if needed, will be through secured file transfer and encryption.

b. We will comply with all federal mandates regarding secure email transmissions.

c. We will follow a process of confirming the need for transfer of sensitive information with the Commonwealth, and will utilize secure file transfer and encrypted files when necessary to transfer sensitive information.

d. We will use standard encryption / decryption methods for processing external emails.

9. PS conducts background checks for all employees prior to hiring.

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- a. Per Commonwealth request, each employee will use SP 4-164 to request a background check prior to work on the project, and annually thereafter.
 - b. Our background checks prior to employment cover the required checks.
 - c. If access to CLEAN is required, affected individuals will submit a fingerprint search as required by the Commonwealth.
 - d. PS understands that we will be responsible for fees associated with background checks.
10. PS uses Enterprise Connect internally to create VPN access to our internal systems. We can utilize any VPN solution the Commonwealth chooses to provide for remote access to Commonwealth systems.
11. Our solution utilizes Azure Application Firewall to provide perimeter defense and firewall implementation.
12. PS will not retain any Commonwealth data on PS computer systems. PS will work with the Commonwealth to identify and implement data retention strategies as needed in the course of our work.
13. Upon award, PS will identify an Information Security Officer who will be responsible for all security matters related to the Commonwealth.
14. PS does not accept payment via credit card. We will work with the Commonwealth as needed in cases where payment is needed and will comply with policy regarding PCI and credit card payments.
15. Our approach when working with clients is to safeguard any PII, HIPPA or PCI related information. We do not store or save sensitive information on PS computer systems – any sensitive data that we work with will be stored on computer systems provided by the Commonwealth or on systems hosting Commonwealth applications. We classify anything having any ability to identify an individual as sensitive information. We routinely mask and anonymize data to prevent exposure of sensitive data during software development.
16. Data at rest that is sensitive in nature is stored in encrypted database tables.
17. Many applications utilize logs which are files created by the application to allow for tracing and tracking of events and processes within the application.
- a. PS uses tools such as Splunk to do log collection and consolidation.
 - b. PS uses tools such as Splunk to collect event information from multiple sources.
 - c. PS uses tools such as Splunk to identify security related events.
 - d. Automated alerts such as emails and text messages can be configured.
 - e. Correlation of related events is done with tools such as Splunk.
18. PS utilizes tools such as SonarQube for internal testing of static security. We also utilize 3rd party penetration and security testing to address external security. Results of both types of testing and scanning will be made available to the Commonwealth.

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19. PS will comply with the terms of the Pennsylvania Data Breach Notification act. Notice of breaches will be published in accordance with the regulations and contact methods noted within the definition of the act including notification of relevant consumer protection entities when relevant under the terms of the act.
20. PS will maintain PII and other information in encrypted form at all times. In the event of a breach of security, PS will comply with the terms of the Breach of Personal Information Notification Act.
21. Our proposed solution includes use of Azure FedRAMP certified facilities which comply with FedRAMP standards for physical security and access control.
 - a. All employees will comply with badging and escort requirements when present at a Commonwealth facility.
 - b. For applicable sites, the relevant PS personnel will provide the requested inventory of tools and equipment and will submit to search by Commonwealth staff.
22. Our solution includes Azure hosting and Adobe products. Commonwealth data that is stored in Azure will not be accessible to PS employees or to hosting employees. PS will work to ensure that transfers of data will use encryption mechanisms and secure file transfer to prevent data loss or breach.
23. Publicis Sapient uses A cloud based DLP solution is employed to monitor upload of sensitive information to the Groupe cloud storage solution (LionBox). Alerts from the DLP solutions are followed up and tracked till closure by in-house Security Operations Center (SOC) team. Endpoint DLP solution is deployed and policies are configured as per the client & business requirements and based on the type of information processed by the project team. Alerts generated by these are monitored and any identified incidents are tracked and closed by IT SOC team.

Example of sample policies that can be configured

- Intellectual Property Policies - These policies protect Groupe's Intellectual property by monitoring movement of fingerprinted sensitive files across network (email, endpoint application and web) and Removable devices.
- Personally Identifiable Information policies - These policies protect PI information that Groupe possesses or has access to. Personally Identifiable Information is defined as the combination of someone's first initial or first name and last name, or their email address (since this is commonly first initial with last name or full name), and any of the unique identifiers (credit card number, Social Security number, passport number, address, telephone etc.) within the 'message' or 'document' (each pairing representing a 'record'). Transfer of PI information is monitored across all channels.
- Software Source Code Policy - This policy detects source code content written in C, C++, C# or Java, using lexical analysis of terms, patterns and structures. Transfer of source code related files is monitored across all network, web, application and removable devices.

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- 24. Our solution uses the Azure Application Firewall. Details of the firewall capabilities can be found at: <https://azure.microsoft.com/en-us/services/azure-firewall/>
- 25. PS will not utilize mobile devices (phones, tablets, etc.) to allow access to any Commonwealth system.
- 26. PS will develop applications and protect content management using the Commonwealth’s identity proofing service.
- 27. PS will utilize the Commonwealth’s Keystone Login service to provide access to applications created by PS as well as to access systems created to support the Commonwealth’s public web presence. Keystone will serve as identity management and authorization management as well as provide single sign on (SSO) capabilities.

U. Key Performance Indicators (KPIs)

The Offeror will comply with the response times below based on outage severity, impact, urgency, and priority.

	PRIORITY LEVELS			
	Urgency			
	Critical	High	Medium	Low
Impact				
Extensive/Widespread	Critical	Critical	High	Low
Significant/Large	Critical	High	Medium	Low
Moderate/Limited	High	High	Medium	Low
Minor/Localized	High	Medium	Medium	Low

1. Priority Levels and Allowable Response Times
 - a. Critical – up to 2 hours to respond to customer
 - b. High – up to 4 hours to respond to customer
 - c. Medium – up to 8 hours to respond to customer
 - d. Low – up to 16 hours to respond to customer
2. Impact
 - a. Extensive/Widespread – Multiple Agencies impacted
 - b. Significant/Large – Building or Agency impacted
 - c. Moderate/Limited – Department or Floor impacted
 - d. Minor/Localized - Single / Multiple Users impacted
3. Urgency
 - a. Critical – Multiple Services are unavailable and is impacting critical functions for the business area/users work activities
 - b. High – No workaround exists, and it is impacting the business area/users daily work activities

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- c. Medium – A workaround exists but the issue is degrading functionality of the identified business area or users daily work activities
- d. Low – A workaround exists, or it is not impacting the business area or users daily work activities

In the event of a **Major Incident**, the Offeror shall provide incident response notifications to the Commonwealth SharePoint Operations team in accordance with the following schedule.

- 1. Critical – Provide updates every two (2) hours
- 2. High – Provide updates daily
- 3. Medium – Provide updates on a biweekly basis
- 4. Low – Provide updates once per month

Offeror Response

We measure the success of our engagement with our clients primarily on “measurable business results” and the business value generated by our partnership. In most cases, these metrics are agreed to in the early phase of the partnership; KPIs are then set for the delivery teams. Besides this, our delivery teams monitor projects for continuous improvement and success.

We are aligned with the description of impact and urgency as outlined by PA across priority levels and would be able to meet the required response times.

	PRIORITY LEVELS			
	Urgency			
	Critical	High	Medium	Low
Impact				
Extensive/Widespread	Critical	Critical	High	Low
Significant/Large	Critical	High	Medium	Low
Moderate/Limited	High	High	Medium	Low
Minor/Localized	High	Medium	Medium	Low

Define Key-Performance Indicators

We identify the key-performance indicators to measure performance against our objective to alert us about components that are succeeding or lagging. For example, during the engagement, we measure the success of a program by measuring the productivity in areas of project management and applications development. Some of the measures and metrics put in place on most projects include:

- Progress against plan – effort burn rate, milestones metrics;
- Estimated vs. Actual Level of Effort (LOE);
- Quality control – discovery of application bugs, review defects, client satisfaction measure etc.

This ensures that the experiences we are building for PA users are not only measurable, but that the performance we measure is tied back to the objectives of the business. KPIs are also used to identify areas for optimizations, testing and personalization. They provide the source of truth on how our solution is performing.

Set Goals, Benchmarks, and Forecasts for KPIs to Contextualize Performance

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Establishing target levels of performance for each KPI allows us to understand the expected role our solution will play in achieving the objective, and allows us to optimize performance as close to real time as possible. We will differentiate between KPIs for the existing platform and the new proposed solution. Existing platform KPIs will be based on the capabilities of the existing solution.

Define Segments/Dimensions for the KPIs

To understand the full picture of performance measurement, we measure KPIs across segments. Segments are essentially the “Who, What, Where, and When” for the “Whys” of performance measurement. We define segments for traffic, consumers, behaviors, outcomes, etc. that we will analyze to understand why we succeeded or failed. These segments will provide context and insight into what is driving the KPI performance.

We ensure our measurement framework is customer centric, connecting successful customer outcomes with business objectives. We will also consider user needs (Citizen, employee, 3rd parties), Policy Outcomes and Business Objectives.

V. *Service Level Agreements (SLAs)*

As indicated in **V.M. Hosting Services**, the Commonwealth is interested in a highly available solution. The Offeror shall propose a set of relevant and contemporary SLA metrics / targets based on its experience in other engagements. The Commonwealth and the Offeror will work together to finalize the SLA metrics for the Contract resulting from this RFP.

The Offeror shall describe how SLA metrics are generated and, at the Commonwealth’s request, shall provide system data, in raw and processed forms, to verify SLA attainment. At a minimum and in accordance with **VII.L. Metrics Report**, the Offeror shall provide monthly reporting in the following categories:

1. Deployment Key Milestone Completion
2. Availability, both enterprise applications and online applications
3. Incident response and resolution times by severity
4. Prevention tactics for repeated incidents (problems)
5. Time to mitigate security vulnerabilities by severity
6. Success rate for scheduled maintenance activities
7. Time to correct code defects
8. Prevention tactics for repeated code defects

The Commonwealth prefers that the Offeror consistently delivers the services specified in the Technical Submittal without the need to consider remedies. The Offeror shall understand the importance of the services described herein and shall agree, without dispute, that remedies are due in the month following a failure to meet the agreed upon SLA threshold.

Offeror Response

As an organization, we take the idea of accountability very seriously and are fully committed to it. Accountability for the different SLAs applicable to our services will be distributed amongst the leadership team we commit to the PA services, and each service will have these SLAs tied to their performance at an individual and team level. For measures that we are tracking as SLAs, we proactively monitor and report them on a regular cadence, either weekly, monthly, quarterly or at the end of each

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Sprint as well for the development cycle. We automate this reporting, using tools like ServiceNow, Jira reporting or Speedy, our custom online reporting tool that can draw information from a number of different data sources across the business to give instant management reporting to the team. This means that we can track and expose publicly not just SLA performance, but also how we are trending and allowing teams to proactively adjust before an SLA is breached.

For the infrastructure and application availability and service levels, we would review and update the monitoring currently in place to ensure that environments are available as per the SLAs. We typically use tools like Pingdom, site 24*7, NewRelic, AppDynamics and multiple other monitoring tools for website and platform availability.

Based on the hosting or cloud services (Microsoft Azure) provider’s service agreements, we would be able to commit to the availability of 99.9% at a minimum. We would work with the PA stakeholders during Phase 2 to see how this platform availability can further be increased as needed to up to 5 9’s.

To ensure we meet and exceed the agreed SLAs, we leverage a best set of tools for service management operations for our clients. We always prefer a centralized tool which can cover all aspects of service management like incident, change request, problem management, and service request management, along with knowledgebase management with 360° real time visibility on issues occurred / logged and generate detailed reports based on project timeline, assets, SLA, ticket type and staffing / effort.

Some of the tools used as part of our managed services include:

- SLA management - ServiceNow is a leading tool in IT services management (ITSM), IT operations management (ITOM) and IT business management (ITBM). It provides a centralized service catalogue to request for incidents, services or information about applications and processes that are being used in the system.
- Pagerduty – Our command center acts as the central nervous system for all our operations engagements handling over 5 million events annually across multiple engagements where PagerDuty helps us in streamlining workflows, communication, and empowering our team to respond quickly. Its huge space of integrations helps us integrating with almost all the tools that we or our clients use for monitoring and incident management in our managed service.
- One example is SLA adherence where we have integrated PagerDuty with ServiceNow to keep a track of SLA breaches. Our Shift Leads automatically get notified via PagerDuty’s IVR call when the task SLA reaches 50% of its allotted time.

Incident-Management. We use all our efforts to respond to an incident within the time-frame set forth below for our standard support engagements, during the covered support hours of U.S business hours Monday to Friday, with the exception of P1 incidents. For P1 incidents, off hours and weekend, on-call support can be made available.

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We would further work with PA stakeholders during the transition phase to detail, prioritize and work towards the key metric, KPIs that are of value to PA and will accordingly define our SLA commitments.

W. Value-Added Services



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The Offeror shall describe related services not described in this Technical Submittal that could enhance delivery of PWP services to the Commonwealth. The Offeror shall include pricing for these Value-Added Services in the *Offered Options* tab of **Appendix K, Cost Submittal**.

Offeror Response

Publicis Sapient has provided a comprehensive proposal which includes the required services to deliver to the Commonwealth the necessary components required that will meet, if not exceed your expectations and requirements. No additional services are relevant or required.

X. 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. 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.

1. Describe how you anticipate such a crisis 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
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party

Offeror Response

Publicis Sapient has an emergency preparedness plan in place for global responses. We are including a redacted version of this document with this proposal response.

VI. Tasks

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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. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

A. *Transition Planning*

In Phase One, the Commonwealth will transition existing websites, IOS mobile application maintenance, content management and other services from the current business arrangement into a business arrangement with the Offeror. The Commonwealth will consider options proposed by Offerors. Options may include full management service, shared managements services or other appropriate service models. The Offeror should ensure a seamless transition of current operations to Phase Two.

1. Create a Transition Plan showing the transition timing for each agency's content and collaborate with the Commonwealth Program Manager to obtain agency signed approval.
2. Work with the Commonwealth Program Manager, the Enterprise Solutions Office (ESO), the Enterprise Technology Services Office (ETSO) to determine data to maintain and data to migrate.
3. Work with Agency Content Managers to assess web sites, and designate status as retain, migrate, or decommission.
4. Collaborate with current Contractor to assess the Express Forms environment. Use Express Forms information to take ownership of the forms and their back-end data.
5. Establish a timeline between contract execution and Dec 2021 at which critical systems can be down to migrate the sites to new permanent location.
6. A seamless transition of current operations to the services included in the Master Contract

Deliverables:

1. Transition Plan approved by the Commonwealth Program Manager

Offeror Response

We will leverage our global program management and engineering strengths to deliver a seamless transition across applications. Our transition plan will be tailored for each application category to ensure the complexity of services and application management, as well as program and projects, is understood and transitioned efficiently and to agreed acceptance and evaluation criteria.

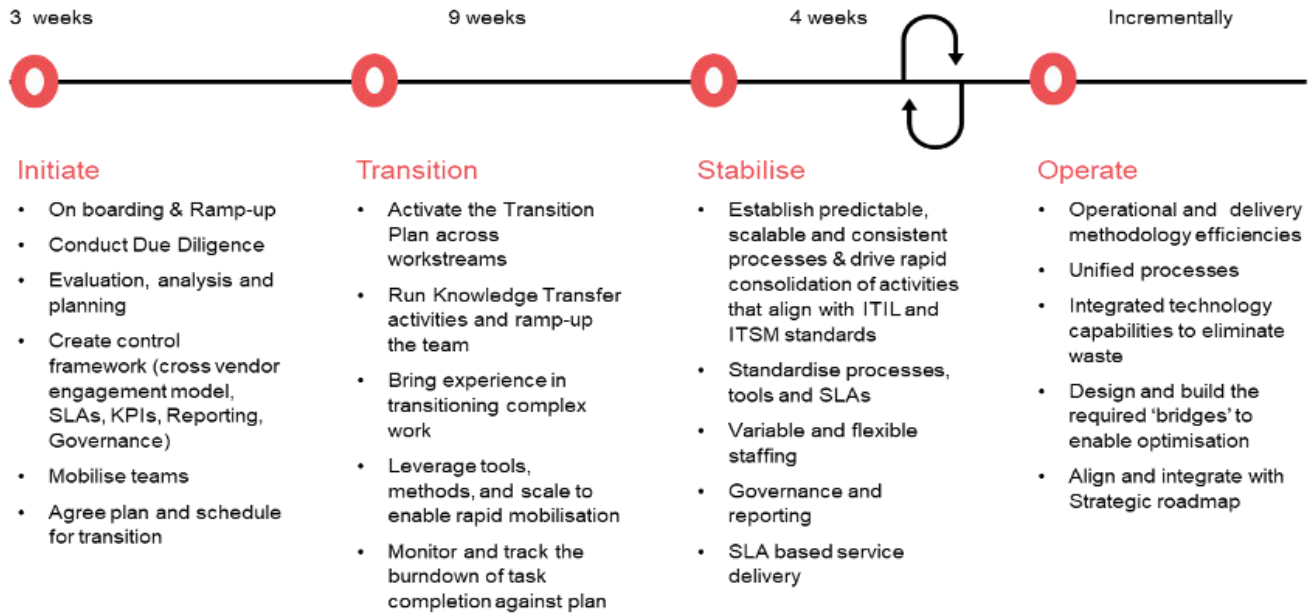
Based on the information provided in the RFP, we have tailored our approach to encompass four key steps to the transition of services - Initiate, Transition, Stabilize and Operate - with detailed steps customized for each phase. From the outset we will work closely with existing vendor and business SMEs to build the required relationships and bridges to enable a path towards successful transition. Our method and approach are designed to move through the transition quickly with a strong focus on "operate."

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We are confident that our approach and solution will deliver the following outcomes for the support operations at PA:



As noted earlier, our Transition plan would be spread across four phases over a period of four months. Captured below is an indicative high-level plan for transitioning services to us:



Phase I - Initiate:

This phase would focus on getting Publicis Sapiient and incumbent teams to work together on the transition plans and decide on the Knowledge Transfer (KT) activities, duration required, SME (Subject Matter Expert) availability to facilitate the trainings and infrastructure readiness. The Publicis Sapiient team will finalize a detailed Knowledge Transfer plan as an outcome of this. (KT that includes validation of dates, duration, methodology, assessments, allocation of time for documentation review and deliverables for Knowledge Transfer).

Initiate shall be spread across four broader sets of activities as detailed below.

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	Due Diligence	Discovery, Analysis and Planning	Set up Controls and Measures	Mobilisation & Governance
Key Activities	<ul style="list-style-type: none"> Validate <ul style="list-style-type: none"> Overall architecture and technology Infrastructure and licensing Workstreams and business outcomes People and resourcing SLAs, KPIs, (benefits, number of FTEs, in-flight projects & programmes, etc.) 	<ul style="list-style-type: none"> Schedule and run kick-off workshops Engage stakeholders and set out vision for transition Identify SMEs and agree roles & responsibilities across vendors and internal PA teams Detailed planning <ul style="list-style-type: none"> Current vs "To-be" Workstream plans 	<ul style="list-style-type: none"> People and resource planning Workshops to determine service control points and service expectations Service / support modelling Detailed dependency analysis Metrics for success 	<ul style="list-style-type: none"> High priority / high gain application cluster staffing Transition governance Implement control and tracking models Leadership connect
Example deliverables	<ul style="list-style-type: none"> Due diligence Report Technology and process documentation Transaction lifecycle assessment Scope of works across 4 keys workstreams Dependencies across vendor and internal PA teams Baseline targets and benefits, measures of success 	<ul style="list-style-type: none"> Workshop schedule (designed to minimise interference with BAU activities) Detailed plan by workstream cluster Detailed application analysis and assessment Operating model across PA and vendors Rules of Engagement for Strategic vs non-Strategic application portfolios / programmes Environments plan 	<ul style="list-style-type: none"> Contractual framework Benefits tracker Service level agreements (SLAs) Overall governance, PMO, reporting and benefits tracking 	<ul style="list-style-type: none"> Change management plan Communication plan Weekly transition tracker (people) Dedicated working groups (e.g. staffing, architecture, Infrastructure, programmes/projects in-flight)

Phase II - Knowledge Transfer:

In order to ensure seamless knowledge transfer, we will conduct periodic meetings and workshops with stakeholders identified by PA, to be conducted at the initial stages to gather requirements.

Key expectations from PA during the workshops and meetings include:

- PA will make available people with the right level of business and technical knowledge of the existing system, who would also be aware of the future system requirements.
- PWP project stakeholders will be identified and assigned to help the planning, structuring and scheduling of knowledge transfer, as well as provide clarity on the program schedule and various program dependencies that may still need to be met.
- Workshop Scheduling – We will need the PA Project manager(s) to ensure suppliers make time and commit to supporting the scheduling and running of KT workshops and various stakeholder interviews in advance of starting Knowledge Transfer.
- Workshop Participation – PA stakeholders and key supplier leadership and “knowledge holders” must commit to attending the full duration of the workshops and/or meetings that are scheduled.

Additionally, we would require:

- Easy access to stakeholders for any clarification/ issue concerns, as well as access to infrastructure/system/user documentation
- Clear escalation paths with PA stakeholders for when suppliers fail to meet their commitments
- Review and Approvals – PA resources will be responsible for reviewing and approving all deliverables on a timely basis.

Phase III - Stabilize:

Upon completion of knowledge transfer, Publicis Sapient teams will start working on support in a shadow mode with the assistance of the existing incumbent. According to our proposed pilot plan, Publicis Sapient will manage the pilot initially with the business hours coverage of activities in scope. This approach will help de-risk the transition and help PA plan in the ramp-down of the incumbent resources. Leveraging the lessons learned from the earlier phases, Publicis Sapient will take on the ongoing support with minimum handholding required from the incumbent resources. Following successful Pilot Support, the Publicis Sapient team will move to steady state or the Operate phase. At

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the end of the transition phase, the Publicis Sapient team will be ready to meet PA expectations and scope independently.

Stabilization Stage Sample Deliverables:

- Baseline SLA and other metrics
- Status reports and KPI metrics
- Enhanced knowledge artifacts
- Monitoring baselines and requirement finalization

Risks & Mitigation: Based on our experience, we have identified a number of risks and mitigations associated with our Transition Plan. In summary they come down to:

Transition of Services

- Disruptions to services to the organization create early challenges with business stakeholders
- A decrease in productivity or productivity fluctuations lead to decrease in service KPIs
- Explicit ownership and clear roles and responsibilities leads to confusion around vendor accountabilities
- Insufficient time set aside for planning leads (SMEs) to transition activities and service delivery not defined

People

- Complications with transferring people between vendors create disharmony in teams
- Disruption and lack of effective cultural change management leads to loss of critical staff

Technology

- Failure of data security and protection
- Transition of IP rights and dealing with confidential information
- Source code is not well documented or maintained

Organization

- Incumbent vendor resistance, hostility to transition or lack of cooperation in sharing knowledge
- Excess time taken to complete the transition delays the vendor exit process, leading to unplanned costs
- New organizational structure and culture takes time to settle

Knowledge

- Loss of critical knowledge, assets, know-how or other intellectual property
- Knowledge management repositories, documentation and assets are incomplete or insufficient
- Latent business disputation due to business knowledge being lost or diluted

Many of the issues above are related to the incumbent suppliers and can be mitigated by an upfront discussion and arrangements with them. Incentives linked to clear deliverables on the above topics are usually the most productive way forward.

With regards to technology issues, we suggest a technical audit at the earliest possible opportunity, so any failures can be addressed immediately. Any fundamental tech issues that would have a material impact on timelines and/or costs will be captured in formal Change Requests scoping the impact on the

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program. This could lead to de-prioritizing and accepting later resolution, possibly accepting a reduction in SLA adherence or performance. It could also lead to additional resource, costs and/or later cutover.

Phase IV - Operate:

The goal of achieving operational excellence does not end once transition is complete. Key to achieving service excellence will be our focus on identifying opportunities for Continuous Improvement to improve overall ways of working through the standardization and automation of processes and identification of modern engineering practices and delivery methods, once the transformation solution is being defined in the Phase 2 of the project.

Our approach to the Operate phase is focused at maintaining efficient and robust business-as-usual operations.



B. Transition of Public Facing Web Sites

In Phase One, the Offeror shall work with the current contractor to transition Public Facing web sites in the Commonwealth’s SharePoint and WordPress environments. The Offeror must complete Transition tasks and associated Deliverables in the timeframe indicated in **I.B.**

Objectives by Phase. At a minimum, transition must include the following:

1. Collect and assess design specifications provided by current Contractor.
2. Determine which internal and external connectors must be transferred with existing web sites.
3. Assess applications in **Appendix S, Inventory of Sites and Custom Applications** and **Appendix T, Express Forms Metrics** to determine which applications are sourced from third-party suppliers. Confirm the transitioned Commonwealth web sites will retain accessibility and functionality of third-party applications. Remediate of third-party applications as required to restore pre-transition accessibility and functionality.

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4. Compile a list of DNS and IP addresses routed to web sites in **Appendix S, Inventory of Sites and Custom Applications** and **Appendix T, Express Forms Metrics**. Collaborate with ETSO to execute firewall changes between the Commonwealth and the Offeror to ensure these web sites perform correctly.
5. Conduct full implementation cycle, upgrade, and content migration. As of August 2020, the current SharePoint environment is in 2013. The final transitioned sites are to be in the current version of SharePoint.
6. Test websites and obtain verification from ESO and Digital Directors that the migrated websites are functioning correctly.
7. Monitor migration progress and report to ESO.
8. Conduct a Microsoft Risk Assessment Process (RAP) after migration is complete and provide the report to ESO. Adjust as recommended by the RAP and stabilize environment.
9. Collaborate with the ESO and ETSO to schedule decommissioning of old sites prior to migration.

Deliverables:

1. Fully migrated and verified Commonwealth web site approved by the Commonwealth Program Manager.

Offeror Response

Publicis Sapient is highly confident in our ability to transition your Public Facing web sites in the Commonwealth's SharePoint and WordPress environments. We have included the required tasks and scope to complete Transition tasks and associated Deliverables in the timeframe indicated.

This section only assumes the transition or knowledge transfer in Phase 1 and considers the implementation and content migration to be completed in a subsequent phase with the appropriate platform and suitable future state architecture and updated estimation.

Collect and Assess Design Specifications

During this transition phase, we will be working with the existing contractor team to collect and assess the design specifications for a portion of the 85 sites in SharePoint and WordPress. As a part of this phase, we will identify the following but not limited to:

1. Analyze the third-party integrations
2. Understand the logical architecture and design
3. Review the physical architecture and infrastructure
4. Validate the existing deployment approach, code and repository strategy
5. User Access Control and Permissions
6. Content Migration Strategy
7. Identify the global templates and components
8. Metadata, Tagging and Taxonomy
9. Architecture Framework and

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10. Existing Workflow Setup

With the following inputs, the team shall work with the contractor to organize sessions and document the findings so they can be analyzed and implemented with the correct setup in a later phase.

Internal / External Connectors

The infrastructure and development teams shall work with corresponding vendors and liaisons in coordination with the Commonwealth stakeholders to capture the inventory of such internal and external connectors. Along the way they shall also attempt to understand and document the nature of these connectors, type of connections, existing setup, operations, etc., in the scope of functioning sites and services with PWP.

Assess Sites and Applications

The team shall work with the incumbent vendor to better understand the functionality, architecture, design, business rules, user customer journeys, data flow, troubleshooting and work setup activities for the 85 sites and 21 applications and services.

Since there are multiple SharePoint and WordPress sites involved, the team will consider these when planning. We will consider site owner availability with respective locations and document the current architecture for future and upcoming cases. Similar logic shall also apply to Applications and Services, where the data, business rules and existing setup with PII needs to be fully understood and documented.

DNS and IP routes

The team shall work with the appropriate vendors and contractors to understand the DNS setup, entries, their types, and expiry and capture them in a useful format. Similarly, we shall also capture the IP and routing information from a network perspective to understand its position from a larger ecosystem.

Implementation, Upgrade and Content Migration

The following items will occur at a later stage, following the completion of transition; hence, we have not included an estimate of this effort. At this time, we do not have a thorough understanding of the implementation requirements, alignment of the version required or the product to define this. Similarly, a content migration strategy is necessary, which should include an audit inventory to capture the essential parts. Discovery, definition and design would be required prior to implementation and delivery.

Of note upon assessment, we feel that SharePoint (currently on version 2013) can be upgraded to version 2019. It is not clear if Office365's cloud option for this version would be suitable if we were to continue. Our recommendation would be to consider moving to AEM 6.5 from a larger picture perspective.

Likewise, for WordPress, the current version is not clear. The Commonwealth should consider moving it to a stable 5.x version when we are addressing it. Again, we would recommend the Commonwealth considers AEM 6.5 to ensure stability.

Test and Verify Sites

The team shall attempt to validate the existing functionality from a QA perspective. The final responsibility for UAT should come from Commonwealth stakeholders from ESO and Digital directors appropriately.

Monitor Migration

The full scope of the migration needs to be done in consultation with the content strategy and progress to be shared with appropriate stakeholders in alignment with the phase.

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Risk Assessment

The terms included in Microsoft's Risk assessment shall be done at that stage in alignment with Publicis Sapient policies and procedures.

Decommissioning

This can be completed at the appropriate phase and time and shall be done in consultation with the appropriate Commonwealth stakeholders.

C. Assessment and Planning (Phase Two)

The Offeror shall assess the current state and develop a Transformation Plan to align websites with CST, Accessibility, data management and content management requirements. The Offeror must complete Transition tasks and associated Deliverables in the timeframe indicated in **I.B Objectives by Phase**. At a minimum, the Transformation Plan should contain:

1. An assessment of Express Forms, providing recommendations for target technology, for example, Microsoft Forms or supplier proposed option. Assess these forms for status as migrate or decommission. If a supplier proposed tool is recommended, that tool must be added to the Commonwealth business service catalog.
2. Inventory of sites to be part of the conversion.
3. Design of the future state
4. Detailed timeline of product migration execution, taking into consideration key dates to target or avoid based on business need
5. Business categories of the sites involved
6. Product testing for look and feel as well as Accessibility, per the requirements outlined in **V.J. Accessibility**.
7. Branding solutions for future state
8. Process for updates, upgrades, and maintenance of environment.
 - a. New regular templates and technical support for agencies using the CMS framework
9. Proposed analytic tools that will be provided to the Commonwealth
 - a. Work with the Commonwealth to understand the following Commonwealth IT service management processes and procedures and develop an IT Service Management plan for Commonwealth approval to onboard to the Commonwealth's IT service management tool. The Offeror shall also assess and include in the IT Service Management plan additional ITIL processes and determine those that will be essential to document and implement to successfully provide public web presence service to the Commonwealth.
 - i. Catalog Management
 - ii. Knowledge Management
 - iii. Problem Management
 - iv. Release Management
10. A Technology Plan that describes a proposed approach to enhancing the Commonwealth's web sites. The Technology Plan should identify the specific skillsets needed to maintain operations and services, without disruption, during the

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transformation period. The Technology Plan will be updated annually and include, at a minimum,

- a. Responsibilities by resource for operational support during the transformation services period.
 - b. Security and system access
 - c. Any hardware/software and telecommunications requirements
 - d. A list of detailed documentation about the technical infrastructure and applications to be provided during the transformation period to support ongoing support and maintenance, and provision for delivery of all documentation, configurations, design assumptions, manuals, business logic, source code and other such informational records necessary for continued operation of the web sites.
 - e. Service Desk Operations.
11. Security plan aligned with requirements outlined in **S. Security Components** and **T. Security Policies**
 12. Hosting requirements
 13. Data management plan consistent with **Appendix V, PWP Data Management Program Strategy**
 14. Disaster recovery Plan and High availability
 15. The Offeror shall create a training plan that includes both power users and end users and encompass security permissions, troubleshooting techniques, and artifacts, i.e., user guides, fact sheets, enhancement bulletins and online modules.

Deliverables:

1. Transformation Plan approved by the Commonwealth Program Manager
2. Technology Plan approved by the Commonwealth Program Manager
3. Training Plan

Offeror Response

Inventory of Sites to be Part of the Conversion

Our team will perform inventory of sites' content and the creation of the service catalog with supporting activity and actor maps. The inventory of sites (purpose and content) will be refined and confirmed with government colleagues and actors involved in the delivery of services to ensure all sites are appropriately included and accounted for.

Guidance and principles (for the future state) ensure an appropriate inventory of sites, content and services that are useful and actionable rather than a static list.

A service catalog built around user needs and government outcomes helps maintain the required supporting information and regulation around future state information and services.

Inventory scope would include:

- All agencies (sites and rationalization of content to services and information for users)
- All government services
- All agencies and arms-length bodies required to create, deliver, regulate and oversee services, licensing and compliance (including emergency services).

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Design of the Future State

Working with public service and policy colleagues (officials) in the creation of guides and service standards brings context to the inventory of current sites while defining the future state. This combinatory activity permits the transformation to identify a broad base of content that can be improved, consolidated or retired. For example, [REDACTED] radically streamlined tens of thousands of ministry-centric webpages into thousands, based around user needs to deliver simpler, clearer, better services. This improved customer satisfaction while creating significant savings.

The team builds ecosystem maps that are agnostic of organizational structures to clearly illustrate and account for all the activities and actors engaged in the business of an agency, where there are inter-dependencies across agencies, for the delivery of an end-to-end service. This level of transparency enables the streamlining of service provision, the appropriate information and data requirements and design for verification, authentication, notification, and payments across all the stakeholders in a service lifecycle (which may include policy, delivery, payment, notification, consumption, regulation, enforcement).

Within the ecosystem, each service has a blueprint which shows the requirements of the service end-to-end and front-to-back. Collectively, this informs the requirements of the service landscape (information, transactions, assistance, protection) and the common capabilities required (such as forms and assessments, eligibility calculators, identity verification and registers, payments, notifications, licenses and issuance of proof). From this we can build a value chain map to determine operating efficiencies and inform technical decisions in an evolving technology environment. From this, we will determine common ways to build what is needed to manage multi-party (agency, provider, business, customer/citizen) interactions more efficiently.

The blueprint contains all the information needed to deliver end-to-end and front-to-back services, including:

- Actors (who uses your services and what do they need);
- Service Landscape (what do you offer your customers);
- Capability Map (what do you need to deliver your services); and Technology (what technology delivers your capabilities)
- Data (what information do you need to ensure outcomes).

Detailed timeline of product migration execution, taking into consideration key dates to target or avoid based on business need

What are key dates:

- For Commonwealth government
- For individual agencies
- For citizens
- For business
- Federal

Business Categories of the sites involved are created during the inventory of sites, content, and the creation of the service catalog and activity and actor maps. The end-to-end, front-to-back ecosystem maps are refined and confirmed with government colleagues and actor involved in the delivery of services to ensure all categories are present, appropriately accounted for and included.

Product testing for look and feel as well as Accessibility, per the requirements outlined in V.J. Accessibility.

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Look and feel - is the service simple to understand and use by anyone; that the users' expectations of the service are clearly set; and that the user can easily complete their task in the fewest number of steps with the knowledge that the system is safe and secure and they will receive timely notifications.

User testing during a live service to: assess people's experience of using the service; to understand evolving user needs; and to test any new features, changes or improvements to the service (to extend testing to include potential unintended consequences)

Testing with a broad range of users to reflect the demographic distribution of the commonwealth including those with limited digital access and confidence, people with a range of impairments; people who use assistive technologies (such as screen readers or speech recognition)

Activities may include but are not limited to: reviewing web analytics and back-office data to understand service performance; analyzing support tickets to identify problems with the service (functional, comprehension and usability); surveys for broad user feedback; interviews, visits to understand use and outcomes, and usability testing; a/b testing; remote usability testing.

Outcomes from these activities should provide a deeper understanding of how different types of users or different mindsets experience the service; insights in usability and accessibility and how to fix the issues; ideas and suggestion to improve the service in the future; potentially insights to policy makers on outcomes and unintended consequences.

Branding solutions for future state

The future state is an extension of the Commonwealth's existing compact with the citizen, and the governor's declaration of CST:

- Information and services that are easy to understand and use by anyone.
- Information that is accurate and timely
- Services that are fast and easy to use, that are safe and secure
- The brand promise delivered in tangible and real ways to continuously meet and improve customer service expectations and experience
- For government, services that are easier to operate, maintain, fix, change and upgrade.
- Service delivery that increases trust in government

The [REDACTED] uses this definition of "Digital: Applying the culture, practices, processes & technologies of the Internet-era to respond to people's raised expectations."

In practical terms, this means building services that are the simplest way for users to meet their needs, services that are safe, secure, easy to operate and maintain, and achieve the policy objectives of government. This three-way value proposition guides how we build services and the infrastructure for government to deliver those services (the digital estate).

To a user, a service is simple. It's something that helps them to do something - like apply for a driving license, claim a benefit, or enroll in a training course. Good public services are easy to understand and use, allow them to complete the whole of their task and meet their need in the simplest, quickest and most secure way possible.

Build services that enable government to do more with less. This informs choices in architecture, platforms, component, API's and data. For services to meet user needs, data, content and web services must be shared across government and built to standards that enable sharing. We centralize to enable the maximum amount of dexterity and precision for individual services. Re-designed public facing services around these principles enables the removal of significant amounts of error, duplication and waste from within government.

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For many government institutions, digital transformation means vertical organizations confronting horizontal issues. The [REDACTED] noted a common refrain, it is important to ‘not start with technology’. He highlighted the major challenge of trying to solve horizontal problems with vertical organizations, you should rethink the way you work rather than merely apply technology to current vertical silos. Therefore, the real challenge is of culture and capabilities rather than technology.

Websites are often good example of a locus of competing interests in vertical or silo’d organizations.

D. Transformation (Phase Three)

The Offeror shall manage, execute, and deliver Transformation Services as outlined in the **VI. C. Assessment and Planning (Phase Two) Deliverables**, i.e., **Transformation Plan** and **Technology Plan**. The selected Offeror shall work with the Commonwealth to create and execute Work Orders, as outlined in **V.D.1. Work Order Management**, to complete Transformation.

The Offeror shall work with the Commonwealth to onboard to the Commonwealth’s IT Service Management tool for the following processes and execute the IT Service Management plan agreed to by the Commonwealth during Phase Two:

1. Catalog Management
2. Knowledge Management
3. Problem Management

Deliverables:

1. Web content reengineered to proposed CMS

Offeror Response

PS will manage, execute and deliver Transformations Services as outlined in the VI. C Assessment and Planning (Phase Two) Deliverables. We will execute both the Transformation Plan and the Technology Plan, working with the Commonwealth to create and execute Work Orders as outlined in V.D.1 Work order Management, to complete the transformation. We will work with the detailed design of the future state, using the skillsets identified to transform the inventory of sites that are part of the conversion. We will utilize the proposed tools to implement the Commonwealth service management processes and procedures including Catalog Management, Knowledge Management, Problem Management and Release Management. We will transform the technology in accordance with the Technology Plan, and ensure that security is aligned with the requirements of Sections S. Security Components, and T. Security Policies. The end deliverable will be a complete transformation of applications and web content reengineered to our proposed CMS – Adobe AEM.

E. Training

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The Offeror shall provide training for digital directors, and communications staff on use of the content management tools and templates. The Offeror shall consider an online curriculum, given the regional distribution of content providers. The Offeror shall train OA OIT users and enable them to train other Commonwealth personnel. The Offeror shall establish and administer a user group comprised of Agency Digital Directors and ESO for the purpose of discussing enhancements and changes.

Deliverables:

1. Training classes with flexible delivery format, i.e., virtual instructor-led, on-demand webinars or in person
2. Training Artifacts, including but not limited to, User Guides, Fact Sheets, Enhancement Bulletins and Online Modules

Offeror Response

We consider training as one of the major aspects of knowledge transfer to the client team. We believe that training is a key element to ensure the successful rollout of any product or application. Untrained employees can lead to unhappy customers. Below is our delivery model for designing and deploying training for both Train-The-Trainer (“TTT”) and end-user programs:

Coach: We coach the organization through their options for training. Solicit input and provide recommendations around what training would best suit their culture.

- Client Trainers and SMEs
- Training delivery vehicles
- Define adoption metrics

Create: We create the curriculum for ensuring all impacted users are adequately trained on their new solutions and updated processes. This phase integrates with UAT.

- Training schedule by role
- Bespoke + vendor content
- TTT materials and guides

Conduct: We conduct the training sessions as outlined in the curriculum. Designated client trainers are typically trained first followed by the end-users.

- Align with comms track
- TTT + teaching back
- End-user sessions

Calibrate: Calibrate the content, materials, and training environments as necessary to ensure the intended audience is learning the information being shared.

Continuous feedback

- Update documentation
- Adjust level of detail

Confirm: The solution is meeting business objectives and adoption expectations are being fulfilled. Ensuring client can support the tool is paramount during this phase of training delivery.

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- Analyze adoption metrics
- Post-launch training

Types of training

- End user training: For end users of the systems, we consider hands-on training per topic would be sufficient in order to go through the different topics and train the trainers accordingly. The training content would be composed of introduction of the topic and where applicable hands on exercise in order for the end users to discover and make themselves familiar with the screens, navigation, processes. Training Content for end users will be of different nature depending on the activities the groups of users will have to perform in the solution
- IT Training: For admin and IT users of the system, we consider hands-on training per user group would be sufficient in order to go through the training content. The training content would be composed of introduction of the topic and where applicable hands on exercise in order for the admin and IT users to discover and make themselves familiar with the screens, navigation, processes.

F. Turnover

At the end of the contract term, the Offeror shall plan, execute, and manage a comprehensive turnover process that explains the status of all work items to the Commonwealth or its designee. At a minimum, the selected Offer shall include the following Turnover actions:

1. Maintain professional, collaborative, and productive conduct during the Turnover process
2. Participate in meetings and follow up on assigned items in a timely manner
3. Conduct Knowledge transfer with the Commonwealth or its designee
4. Provide to the Commonwealth, in electronic format, all process and procedure documents, work products, inventory, work orders, and all documentation and artifacts associated with the Contract.
5. Provide Configuration Control and system access to the Commonwealth or its designee.
6. Develop a Turnover Technology Plan that describes a proposed approach to turning over services to the Commonwealth or its designee. The Turnover Technology Plan should identify the specific skillsets needed to maintain the solutions built under this agreement. Consideration must be given to ensuring continued operation and services, without disruption, during the turnover period. The Turnover Technology Plan will include, at a minimum,
 - a. Responsibilities by resource for operational support during the turnover services period.
 - b. Security and system access
 - c. Any hardware/software and telecommunications requirements
 - d. Processes for the identification of any deliverables that have not been delivered, that have been delivered but not accepted, or that have been rejected and a proposed resolution for all such identified deliverables.
 - e. A list of detailed documentation about the technical infrastructure and applications to be provided during the turnover period to support ongoing support and maintenance, and provision for delivery of all documentation, configurations, design assumptions, manuals, business logic, source code and

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- other such informational records necessary for continued operation of the Solution.
- f. Service Desk Operations.
 - g. A list of operational statistics to be provided during the turnover period, including resource consumption, system performance, and application activity in both aggregated and trended forms.
 - h. An inventory of third-party products for which the licenses will be transferred from Contractor to the Commonwealth. This inventory shall be delivered together with fully executed copies of all license agreements and assignments acceptable to the Commonwealth.
 - i. Any work in process or to be performed under any completed or in-process Work Order.
 - j. Return of the Commonwealth's data and any other Commonwealth property in the possession of the Contractor, or written verification of the destruction of confidential records, software, and/or scripts.
7. Produce the Final Report.

Deliverables:

- 1. Turnover Technology Plan approved by the Commonwealth Program Manager
- 2. Final Report approved by the Commonwealth Program Manager

Offeror Response

We work collaboratively with clients and vendors to transition knowledge and ensure seamless handovers. Our transition process covers the transition of all systems, related- operations, and business and infrastructure support processes, transitioning the platform to a vendor or client without any interruption in services would be our prime focus during the process. This transition support will focus on:

- Rapidly building a knowledge base through collaborative peer-to-peer knowledge sharing.
- Documentation
- Daily interactive sessions with relevant teams to provide clarifications on given information

Our four-phase transition approach is illustrated below:

Knowledge Transfer: In this stage, we help the client to understand the current scope of work. During this stage, we will engage all client stakeholders to jointly create a detailed program plan (taking into account stakeholder availability, defining time commitments, and identifying any other limitations in advance). Moreover, we also help the client understand:

- User functionality of the system
- Technical process and infrastructure aspects of the system.
- System's guidelines, security standards etc.

Shadow Support: In this phase, we provide structured and real-life exposure to the end-users of the system. The client team shadows the Publicis Sapient team while we facilitate meetings, design, development, testing, build process, deployment, troubleshooting, and reading logs. The Publicis Sapient team continues to execute in this phase, while the client team gains a better understanding of the system.

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Reverse Shadow: During this phase, the client team assumes full control of the application and related operational tasks. However, a small nucleus of our team will continue to provide supervision and expertise to the client.

On-Demand Support: Once the platform support has been completely transitioned to the new premises, the Publicis Sapient team will be available for three months for on-demand support on the dependencies, if any. This support shall be chargeable to the client, depending upon the nature of the support request. This shall vary on a case-to-case basis and shall be dealt with accordingly. If required, we can be retained for on-board support or in a managed service capacity.

VII. Reports and Project Control

The Offeror shall describe its project management approach and document project activities in the Project Management artifacts below. The Offeror shall create, maintain, and execute the following plans and supporting documentation and logs in a format agreed to by the Commonwealth.

A. Work Plan

The Offeror shall provide a work plan detailing all work to be performed for the Contract resulting for this RFP. The Offeror shall submit before the end of Phase One an initial or baseline work plan to be reviewed and approved by the Commonwealth, then maintained by the Offeror through the life of the project. The Work Plan shall include a work breakdown structure (WBS) and schedule. It shall contain all the work (tasks and deliverables), duration of each task (in days), planned schedule dates for the work to occur (consider business days, excluding Commonwealth holidays), dependencies and personnel (Commonwealth and the Offeror) assigned to accomplish the project. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship. Each approved Work Order shall have a Work Plan.

B. Communications Management Plan

The Offeror shall submit a Communications Management Plan for review and approval. It shall describe the communication management process to be followed for the duration of the Contract. The Communications Management Plan shall address the timeframe and frequency for project meetings and reports, what is communicated (status reports, agendas, meeting minutes, issues log), who shall communicate and who shall receive the information, and the methods to convey the information (electronic / hard copy). The Communications Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

C. Requirements Management Plan

The Offeror shall submit a requirements management plan for review and approval. The requirements management plan must describe the process and approach to manage and address requirements for the duration of the contract. The Requirements Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

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D. Staffing Plan

In accordance with **III.A Company Overview**, a comprehensive Staffing Plan must outline Offeror staff responsibilities and office locations necessary to develop and manage PWP related applications and manage the technical environment. Such a Staffing Plan shall demonstrate and document the Offeror's approach to managing complex business relationships through an effective and comprehensive coverage matrix. The Staffing Plan must support face-to-face, on-premise, and remote operations. Refer to **I.B. Objectives by Phase**, above, for more guidance about scope dynamics. The Staffing Plan shall be produced before the end of Phase One, and at least annually thereafter.

E. Change Management Plan

The Offeror shall submit a change management plan for review and approval. It shall describe the change process to track change requests from submittal to final disposition. The Change Management Plan shall include the process to track submission, coordination, review, evaluation, categorization, and approval for release of all changes. It shall address who receives requests and any forms and change logs to be used. The Change Management Plan should identify the level of authority included within a change review team to review and make change decisions during the project. The review team approves, defers, or rejects any changes that occur during the project. The Offeror shall capture, track, and maintain change status in a change log. The Change Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

F. Quality Management Plan

The Offeror shall provide a Quality Management Plan that describes the approach used to address Quality Assurance (QA) and Quality Control (QC) during the Contract term. The quality management plan should identify the quality processes and practices including the periodic reviews, audits, and the testing strategy for key deliverables. The plan should also include the criteria by which quality is measured, the tolerances required of product and project deliverables, how compliance is measured, and the process for addressing those instances whenever quality measures are out of tolerance or compliance. The Quality Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

The Quality Management Plan should also address the Offeror's required use of automated tools to execute scans of all public pages to find and resolve quality issues. Quality assurance scans must occur after initial migration and at an interval frequency approved by the Commonwealth thereafter. At a minimum, quality assurance must address the following:

1. Misspelled words
2. Broken links
3. Search Engine Optimization recommendations to address increasing the quality and quantity of traffic to the website(s) through organic search engine results

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The Commonwealth and the Offeror shall meet on a frequency basis agreed to by the Commonwealth to address review visitor behavior and discover opportunities for improving service. Discussion topics will include, but not be limited to, site traffic volumes, traffic peaks, and time to access information.

G. Risk Management Plan

The Offeror shall submit a Risk Management Plan for review and approval. It shall identify risks and what actions shall be taken to manage risks throughout the life of a project. A risk is any factor that may potentially occur and interfere with successful completion of the project. The Risk Management Plan must cover who is responsible for managing and mitigating the risks, how risk communication and escalation occurs, how they shall be tracked throughout the project, how contingency plans shall be implemented, and how project resources shall be allocated to handle risk. As risks are identified, they are entered in the risk management log, which shall serve as the central repository for all risks identified by the project. The Risk Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

H. Issue Management Plan

The Offeror shall submit an issue management plan for review and approval. It shall identify issues and what actions shall be taken to resolve the issue. An issue is a factor that has occurred and is impacting the project. The issue management plan must cover who is responsible for managing and resolving the issue, how they shall be tracked throughout the project, how issue resolution and escalation will be handled, and how project resources shall be allocated to handle issues. As issues are identified, they are entered in the issue management log, which shall serve as the central repository for all issues identified throughout the project. The Issue Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

I. Time Management Plan

The Offeror shall submit a time management plan for review and approval. The time management plan must describe the process for controlling the proposed schedule and how the achievement of tasks and milestones will be identified and reported. The plan must also detail the process to identify, resolve, and report resolution of problems such as schedule slippage. The Time Management Plan shall be produced before the end of Phase One, and at least annually thereafter.

Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

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J. Status Report

The Offeror shall provide a bi-weekly executive Status Report covering project health status using green (on track with minor variance), amber (at risk and needs alignment), or red (Needs Attention) status visualization, accomplishments, upcoming activities, issues, risks, dependencies, recommendations, and update baseline actions to maintain adherence to the timeline, as needed. This report should be keyed to the Work Plan, and related Work Orders, the Offeror developed in its proposal, as amended, or approved by the Commonwealth.

K. Technology Plan

The Offeror shall provide a Technology Plan that describes the established technical environment and a roadmap for the components in the technical environment. Potential content may include current hardware, software, network, security, and service management processes. Overview and detailed diagrams with supporting narratives must be provided. A thorough inventory shall be included. The Technology Plan shall be produced at the beginning of Phase Two, at least annually thereafter, and at the end of the Contract resulting from this RFP to underpin **IV.F. Turnover** activities, the Turnover Technology Plan.

L. Metrics Report

In accordance with **V.V. Service Level Agreements**, the Offeror shall provide a monthly report covering the mutually agreed upon and established service levels. The metrics report shall be provided at the beginning of Phase Two.

M. Final Report

The Offeror shall close out the project by providing a final report as evidence of completeness and indicating any approved outstanding issues. Any unapproved outstanding issues shall be remedied prior to project closeout. A final report shall be submitted by the Offeror within seven (7) days after the project completion. The Offeror should address the following in its Final Report:

1. Overview of project completion criteria
2. Listing of any outstanding activities or deliverables
3. Check list confirming deliverables, sign offs
4. Handover of project documentation
5. Lessoned Learned and Recommendations

VIII. Objections and Additions to Standard Contract Terms and Conditions

The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions

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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 **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

The following Sections in **Appendix U, IT Contract Terms and Conditions** and **Appendix X, Non-Commonwealth Hosting Requirements** are not negotiable:

- Section 29 of **Appendix U, IT Contract Terms and Conditions**, *Background Checks*
- Section 31, of **Appendix U, IT Contract Terms and Conditions**, *Confidentiality, Privacy and Compliance*
- Section 32 of **Appendix U, IT Contract Terms and Conditions**, *PCI Security Compliance*
- Section 33 of **Appendix U, IT Contract Terms and Conditions**, *Data Breach or Loss*
- Section 41 of **Appendix U, IT Contract Terms and Conditions**, *Virus, Malicious, Mischievous or Destructive Programming*
- Section 56 of **Appendix U, IT Contract Terms and Conditions**, *Agency Specific Sensitive and Commonwealth Confidential Information*
- Exhibit A of **Appendix U, IT Contract Terms and Conditions**, *Health Insurance Portability and Accountability Act (HIPAA) Compliance*
- Section B of **Appendix X, Non-Commonwealth Hosting Requirements**, *Security Requirements*
- Section C of **Appendix X, Non-Commonwealth Hosting Requirements**, *Data Storage*
- Section D of **Appendix X, Non-Commonwealth Hosting Requirements**, *Adherence to Policy*
- Attachment 1 of **Appendix X, Non-Commonwealth Hosting Requirements**, ITP_SEC007- Minimum Standards for IDs, Passwords and Multi-Factor Authentication
- Attachment 1 of **Appendix X, Non-Commonwealth Hosting Requirements**, ITP SEC039-Keystone Login

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Offeror Response

Publicis Sapiant acknowledges and agrees to include the above-mentioned document as part of our project management deliverables.

Please find below Publicis Sapiant’s comments on the RFP, including comments to the form IT Contract Terms and Conditions attached as Appendix U thereto. These represent PS’s primary proposed additions, deletions and changes to the RFP. Please note that, for the Commonwealth’s convenience, we have omitted discussion of less material changes which we would wish to discuss with the Commonwealth should the parties proceed with negotiations towards a final contract. Please also note that, unless otherwise noted, section references in the below table refer to sections of the IT Contract Terms and Conditions.

Title/Issue	Section(s)	Publicis Sapiant Comment
Payment	Section 20	<p>We would request that the Commonwealth not be permitted to exercise any rights of set-off, withholding or other monetary penalties.</p> <p>We would also wish to clarify that our prices exclude any applicable taxes, which are typically the customer’s obligation to pay (unless exempt).</p> <p>We would further request a statement that the Commonwealth will reimburse PS for reasonable expenses incurred in connection with the Services. We would also add PS’s ability to act as the Commonwealth’s agent in procuring third-party services.</p> <p>Additionally, PS must have the ability to immediately suspend performance in the event the Commonwealth fails to pay fees in accordance with the agreed upon invoicing schedule.</p>
Inspection and Acceptance	Section 23	<p>We would request to include a customary acceptance clause referring to the objective standard of material conformity with the applicable specifications and criteria for the applicable Deliverable(<i>see proposed definition below</i>) set forth in the Agreement.</p> <p>In addition, we would propose a default review period of 5 business days. Acceptance should also be deemed to have occurred if the</p>

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		Commonwealth fails to reject the Deliverables in writing within the review period.
Review and Delays	Section 23	We would request the addition of customary language regarding (i) the Commonwealth’s review and timely approval of all Deliverables, and (ii) the Commonwealth’s responsibility for any delays caused by the Commonwealth or any third parties under its direction.
Termination	Section 28	<p>We would propose that termination for convenience rights should be mutual upon 30 days prior written notice. In the event of a termination for convenience by the Commonwealth or a termination for cause by PS, PS shall be entitled to payment for Services rendered through the effective date of such termination.</p> <p>Additionally, we would propose the removal of any provisions regarding step-in rights, refunds (subject to limited exceptions), liquidated damages, withholding, set off or other financial penalties.</p>
Contract Controversies	Section 30	We would propose a customary dispute resolution procedure consisting of executive-level business discussions and non-binding mediation prior to the initiation of litigation.
Personally Identifiable Information	Section 31	Please confirm whether PS will have access to PII during the course of the Services. We propose adding language stating that if the Commonwealth will give PS access to PII, it must first provide written notice of such access, which can be included in the SOW. Absent such notice, PS will not be responsible for the handling of such information.
Limitation of Liability	Section 38	<p>Neither party should be liable for any special, punitive, consequential or other indirect damages (including lost profits) under the Agreement.</p> <p>Each party’s aggregate liability should be limited to the fees paid to PS under the applicable Statement of Work in the preceding twelve (12) months.</p>
Indemnification	Sections 39 and 42	We would prefer to consolidate the indemnification obligations to one provision

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		<p>and to limit PS’s indemnification obligations to IP infringement claims against the Commonwealth by third-parties, subject to customary exceptions (Commonwealth-altered materials, known risk, claims by patent trolls, etc.).</p> <p>Additionally, we would prefer to add a requirement that PS have sole control over the defense, settlement or compromise of any such claim.</p>
Intellectual Property Infringement Remedy	Section 42	<p>We would request that if PS reasonably believes that a Deliverable will be subject to a claim of IP infringement, the Commonwealth will cease use of such Deliverable immediately upon notice. PS will then, in its discretion, (i) modify such Deliverable so that it is not infringing, (ii) replace such Deliverable, or (iii) provide the Commonwealth a refund for amounts paid for such Deliverable less an amount for depreciation on a five-year, straight-line basis. The above shall be the Commonwealth’s sole remedy for IP infringement (other than indemnification).</p>
Ownership of Developed Works	Sections 44, 45, and 46	<p>We would propose that the Commonwealth acquire ownership of Deliverables created specifically and uniquely for the Commonwealth in connection with the Services. Further, we would wish to clarify that IP ownership passes upon payment in full for the applicable Deliverables.</p> <p>In addition, we would request to add language to protect PS’s ownership in pre-existing PS intellectual property, any generic intellectual property, as well as any modifications or enhancements to pre-existing materials. We would then grant the Commonwealth a license to use to such intellectual property effective upon payment for the applicable Deliverables.</p>
Source Code	Section 47	<p>We would request that this Section be removed in its entirety, as it is inapplicable to the Services to be performed under the Agreement.</p>

TECHNICAL SUBMITTAL - PUBLIC WEB PRESENCE (PWP)

Record Keeping	Sections 54 and 55	<p>PS will maintain records for three (3) years following the expiration or termination of the Agreement.</p> <p>PS would request that audit rights be limited to issues concerning fees paid under the Agreement for services paid on a time and materials basis. In addition, we request that the timeframe for audit rights be limited to one (1) year following termination of the Agreement. Any audit should be limited to once per calendar year, and at the cost of the Commonwealth, and upon 30 days prior written notice. Audits shall not permit the Commonwealth to have any access to any information of other customers of PS, any affiliates of PS, or a PS subcontractor or to assets and/or equipment used by PS which are used to provide services to other customers of PS, along with other customary exceptions, including that audits shall not include any access to IT resources.</p>
Warranty	Section 63	<p>We would request to limit any applicable warranty on the Deliverables to material compliance with such Deliverable’s specifications at the time of delivery. Further, claims against such warranty may only be made during the 30 days following delivery.</p> <p>Additionally, we would request including a customary disclaimer on any representations or warranties not expressly included in the Agreement.</p>
Liquidated Damages	Section 64	<p>We would request that the Section entitled “Liquidated Damages” be removed in its entirety.</p>

□

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> Publicis Sapien	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> James Kessler, Senior Vice President	<i>Date Executed</i> December 20, 2020

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, Senior Vice President [title] of _____ Publicis Sapient _____ [name of Contractor] a Delaware [place of incorporation] corporation or other legal entity, ("Contractor") located at 40 Water Street, Boston, MA 02119 [address], having a Social Security or Federal Identification Number of _____ [redacted], 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:



January 11, 2021
Signature/Date

Barbara Ferrara, Director Public Sector _____
Printed Name/Title

Publicis Sapient
Corporate or Legal Entity's Name



January 11, 2021
Signature/Date

James Kessler, Sr Vice President _____
Printed Name/Title