



**FULLY EXECUTED**

Contract Number: 4400025349

Original Contract Effective Date: 02/01/2022

Valid From: 02/01/2022 To: 01/31/2024

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

**Purchasing Agent**

Name: Swain Tyese

Phone: 717-736-7512

Fax: 717-787-6285

Your SAP Vendor Number with us: 151761

**Supplier Name/Address:**

JPL VIDEO PRODUCTIONS INC DBA  
JPL INTEGRATD COMMUNICATIONS INC  
471 JPL WICK DR  
HARRISBURG PA 17111-2504 US

Supplier Phone Number: 717-558-8048

Supplier Fax Number: 717-920-7835

**Please Deliver To:**

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

**Contract Name:**

4323\_ISMART

**Payment Terms**

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Base Deliverables	885,800.000	Each	0.00	1	0.00
3	Base Maintenance and Support	66,000.000	Each	0.00	1	0.00
4	Base Enhancements	50,000.000	Each	0.00	1	0.00
5	Base Additional costs	18,000.000	Each	0.00	1	0.00

**General Requirements for all Items:**

**Information:**

**Total Amount:**

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_



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**Supplier Name:**  
JPL VIDEO PRODUCTIONS INC DBA  
JPL INTEGRATD COMMUNICATIONS INC

**Header Text**

Provide an integrated web-based system for managing all aspects of its robust training program for professionals in the field of gambling and substance use disorder.

Two year contract with three one-year optional renewals.

No further information for this Contract

**Information:**

**Total Amount:**

1,019,800.00

Currency: USD

**CONTRACT  
FOR  
Integrated System for the Management and Administration of Requisite Training  
(ISMART)**

**THIS CONTRACT No 4400025349** for the provision of **Integrated System for the Management and Administration of Requisite Training (ISMART)** ("Contract") is entered into by and between the **Commonwealth of Pennsylvania**, acting through the **Department Of Drug and Alcohol Programs (DDAP)**, and **JPL Video Productions, Inc ("Contractor")**.

**WHEREAS**, the Department of General Services (DGS) issued a Request For Proposals for the provision of **Integrated System for the Management and Administration of Requisite Training (ISMART)** for the Commonwealth, RFP No. **6100050027** ("RFP"); and

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

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

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

**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**, **DDAP** and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **ISMART** to the Commonwealth.

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

1. Contractor shall, in accordance with **Exhibit A** the **IT Terms and Conditions** of this Contract, provide **ISMART** as more fully defined in the RFP, to the Commonwealth.
2. Contractor agrees to provide the **ISMART** listed in its **BAFO Cost Submittal** which is attached hereto as **Exhibit B** and made a part hereof, at the prices listed for those items in **Exhibit B**.
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 C**, 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

**CONTRACT  
FOR  
Integrated System for the Management and Administration of Requisite Training  
(ISMART)**

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 D**, 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.
6. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
  - a. The Contract document contained herein.
  - b. The Contract **IT Terms and Conditions** contained in the RFP, which is attached hereto as **Exhibit A** and made part of this Contract.
  - c. The Contractor's **Final BAFO Cost Submittal**, which is attached hereto as **Exhibit B** and made a part hereof.
  - d. The Contractor's **Small Diverse Business Participation Submittal**, which is attached hereto as **Exhibit C** and made a part hereof.
  - e. The Contractor's Veteran Business Enterprise Participation Submittal, which is attached hereto as Exhibit D and made a part hereof.
  - f. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, which is attached hereto as Exhibit E and made a part hereof.
  - g. The Contractor's Technical Submittal, which is attached hereto as Exhibit F and made a part hereof.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



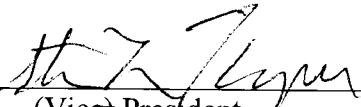
**CONTRACT  
FOR  
Integrated System for the Management and Administration of Requisite Training  
(ISMART)**

**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:   
(Vice) President

Paul M. Grosso 12/8/2021  
Printed Name/Date

Steven Lucas Kempski 12/7/2021  
Printed Name/Date

25-1599215  
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA  
[Department of Drug and Alcohol**

**Programs (DDAP)]**

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

**CONTRACT  
FOR  
Integrated System for the Management and Administration of Requisite Training  
(ISMART)**

Comptroller

Date

## IT CONTRACT TERMS AND CONDITIONS

### 1. DEFINITIONS.

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

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

## **2. TERM OF CONTRACT.**

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

## **3. COMMENCEMENT OF PERFORMANCE.**

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

## **4. EXTENSION OF CONTRACT TERM.**

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

## 5. ELECTRONIC SIGNATURES.

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

## 6. PURCHASE ORDERS.

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

## 7. CONTRACT SCOPE.

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

## 8. ACCESS TO COMMONWEALTH FACILITIES.

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

## 9. NON-EXCLUSIVE CONTRACT.

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

## **10. INFORMATION TECHNOLOGY POLICIES.**

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

## **11. ORDER OF PRECEDENCE.**

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

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

## **12. CONTRACT INTEGRATION.**

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

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

### **13. PERIOD OF PERFORMANCE.**

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

### **14. INDEPENDENT PRIME CONTRACTOR.**

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

### **15. SUBCONTRACTS.**

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



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

## 16. OTHER CONTRACTORS.

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

## 17. ENHANCED MINIMUM WAGE.

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

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

## **18. COMPENSATION.**

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

## **19. BILLING REQUIREMENTS.**

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

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

## 20. PAYMENT.

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

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

## **21. ELECTRONIC PAYMENTS.**

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

## **22. ASSIGNABILITY.**

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

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

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

## 23. INSPECTION AND ACCEPTANCE.

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

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

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

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

#### **24. DEFAULT.**

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

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

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

## **25. NOTICE OF DELAYS.**

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with [Section 27, Changes](#).

## **26. CONDUCT OF SERVICES.**



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

## **27. CHANGES.**

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

## **28. TERMINATION.**

- (a) For Convenience.

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

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

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

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

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

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

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

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

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

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

## **29. BACKGROUND CHECKS.**

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

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

### **30. CONTRACT CONTROVERSIES.**

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

### **31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.**

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

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

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

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



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

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

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

### **32. PCI SECURITY COMPLIANCE.**

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

### **33. DATA BREACH OR LOSS.**

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



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

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

#### **34. INSURANCE.**

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

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

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

### **35. CONTRACTOR RESPONSIBILITY PROGRAM.**

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

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

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

**36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.**

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

**37. TAXES-FEDERAL, STATE AND LOCAL.**

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

**38. LIMITATION OF LIABILITY.**

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

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

**39. COMMONWEALTH HELD HARMLESS.**

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

**40. SOVEREIGN IMMUNITY.**

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

**41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.**

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

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

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

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

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

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

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



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

**43. CONTRACT CONSTRUCTION.**

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

**44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.**

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

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

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

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

#### **45. USE OF COMMONWEALTH PROPERTY.**

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

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

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

#### **46. OWNERSHIP OF DEVELOPED WORKS.**

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

- (a) Rules for usage for Developed Works.

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

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

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

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

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

#### **47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.**

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

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

Unless the Solicitation specifies otherwise:

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

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

**49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.**

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

**50. CHANGE IN CONTRACTOR'S OWNERSHIP.**

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

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

**51. OFFICIALS NOT TO BENEFIT.**



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

**52. COMPLIANCE WITH LAWS.**

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

**53. THE AMERICANS WITH DISABILITIES ACT.**

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

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

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

#### **54. EXAMINATION OF RECORDS.**

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

#### **55. SINGLE AUDIT ACT OF 1984.**

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

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

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

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

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

#### **57. FEDERAL REQUIREMENTS.**

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

#### **58. ADDITIONAL FEDERAL PROVISIONS.**

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

#### **59. ENVIRONMENTAL PROTECTION.**

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

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

**60. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.**

The Contractor agrees:

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

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

## **61. CONTRACTOR INTEGRITY PROVISIONS.**

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



- (a) **Definitions.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
- (i) “*Affiliate*” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) “*Financial Interest*” means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § [7.153\(b\)](#), shall apply.
  - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or

regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and



- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- (vi) Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the *Pennsylvania Election Code* (25 P.S. § 3260a).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the

Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.**

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

## **63. WARRANTIES.**

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

- (a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.
  
- (b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **10 days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:
  - (i) Modifications to Developed Works made by the Commonwealth;
  - (ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;
  - (iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;
  - (iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or
  - (v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
  
- (c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.
  
- (d) Right to perform. The Contractor hereby represents and warrants to the Commonwealth that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.

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

**64. LIQUIDATED DAMAGES.**

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

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

**65. SERVICE LEVELS.**

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

**66. FORCE MAJEURE.**

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

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

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

**67. PUBLICITY/ADVERTISEMENT.**

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

**68. TERMINATION ASSISTANCE.**

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

**69. NOTICE.**

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

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

**70. *RIGHT-TO-KNOW LAW.***

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

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

## **71. GOVERNING LAW.**

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

## **72. CONTROLLING TERMS AND CONDITIONS.**

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



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

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

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

**74. SURVIVAL.**

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

## EXHIBIT A

### COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

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

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

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

#### 1. Definitions.

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

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

## 2. **Changes in Law.**

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

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

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

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

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

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

## 5. Business Associate Obligations.

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

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

- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.
- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § [164.502\(e\)\(1\)\(ii\)](#) and 45 CFR § [164.308\(b\)\(2\)](#), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.
- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department's Project Officer within **two (2) days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.
- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § [164.524](#).

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

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

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

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

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



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

## 6. **Obligations of Covered Entity.**

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

## 7. **Survival.**



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

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

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

1. Purpose of Disclosure of PHI to Business Associate: To allow \_\_\_\_\_ to meet the requirements of the Underlying Agreement.
  
2. Information to be disclosed to Business Associate: \_\_\_\_\_.
  
3. Use Shall Effectuate Purpose of Underlying Agreement: \_\_\_\_\_ may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

## EXHIBIT B

### Requirements for Non-Commonwealth Hosted Applications/Services

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

#### A. Hosting Requirements.

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

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

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

**B. Security Requirements.**

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

**C. Data Storage.**

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

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

**D. Adherence to Policy.**

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

**E. Closeout.**

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

## ATTACHMENT 1

### SOC Reporting Requirements

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

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

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

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

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

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

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



## ATTACHMENT 2

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

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

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

**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:** \_\_\_\_\_

**BAFO**  
**COST MATRIX RFP 6100050027**  
**INSTRUCTIONS**

- 1.) All sheets must be filled out completely. Fill out all yellow highlighted cells on each worksheet.
- 2.) Formulas are imbedded in the Worksheets. Offeror's must verify that all calculations, subtotal costs and grand total costs are accurate.
- 4.) Deliverables Worksheet: Provide the total cost per deliverable. All other information is linked and will calculate automatically.
- 5.) Software Worksheet: Provide the requested information for all software required to operate the proposed solution. The cost of the COTS software, if any, may be included here or rolled into the M&S cost.
- 6.) M&S Worksheet: Provide the cost of maintenance and support.
- 7.) Additional Costs Worksheet: Provide detail and cost of any additional items not captured on the other worksheets to operate the proposed solution.
- 8.) Summary: All information is linked and will calculate automatically.
- 9.) Please contact the Issuing Officer, John Weikle, at RA-GSITPROCUREMENT@PA.GOV with any questions or concerns.
- 10.) Payment for services under this contract are fixed cost per unit. The volumes listed are for evaluation purposes only and will not be binding on the Commonwealth.
- 11) Any transactions associated with the acceptance of payments would be payed by the Commonwealth to the merchant services contract Electronic Payment Processing contract number 4400016084 - <http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400016084>

**BAFO**  
**COST MATRIX RFP 6100050027**

<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>	
JPL Integrated Communications, Inc	Luke Kempski, President	
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>	
	<a href="mailto:lkempski@JPLcreative.com">lkempski@JPLcreative.com</a>	
	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
	717-901-4198	717-558-8349
	<b>VENDOR NUMBER</b>	<b>FEDERAL ID OR SSN</b>
	151761-000	25-1599215

**BAFO**  
**COST MATRIX VENDOR HOSTED 6100050027**

<b>Vendor Name</b>	JPL Integrated Communications, Inc
<b>Vendor ID Number</b>	151761-000
<b>Vendor TIN</b>	25-1599215

Task/Phase	Deliverable	Quantity	Unit Cost	Total Cost
Implementation Planning	Finalized Implementation Plan Approved by DDAP	1	\$200,000.00	\$200,000.00
Requirements Management	Finalized Detailed Requirements Document w/ GAP Analysis Approved by DDAP	1	\$38,000.00	\$38,000.00
	Requirements Traceability Matrix	1	\$34,000.00	\$34,000.00
Configuration of Environments	Configuration of Testing, and Production platform environments Ready for Use (RFU)	1	\$85,000.00	\$85,000.00
Solution Interface and Design	Detailed Solution and Interface Design Document Approved by DDAP	1	\$36,000.00	\$36,000.00
Data Conversion and Validation and Migration	Data Conversion, Validation and Migration Plan Approved by DDAP	1	\$40,000.00	\$40,000.00
	Final Conversion Test Results showing all Data has been successfully converted	1	\$40,000.00	\$40,000.00
	Final Data Conversion into the Production Environment	1	\$40,000.00	\$40,000.00
	Data Migration Test Results	1	\$20,000.00	\$20,000.00
	Final Report Showing the Successful Migration	1	\$15,000.00	\$15,000.00
Testing	Comprehensive Test Plan Approved by DDAP	1	\$20,000.00	\$20,000.00
	Test Scenarios and Scripts Approved by DDAP	1	\$20,000.00	\$20,000.00
	Successful System and UAT Test Results which includes the updated Traceability Matrix	1	\$11,000.00	\$11,000.00
Implementation	Solution Certification Sign-Off and Approved by DDAP	1	\$180,000.00	\$180,000.00
Training	A finalized training plan and schedule to address the needs of the project Approved by DDAP	1	\$12,000.00	\$12,000.00
	Training documentations for designated users geared specifically toward the solution functions of each end-user. Include the materials such as workbooks, exercise and examples as well as handouts and aides	1	\$10,000.00	\$10,000.00
	User training sessions	1	\$9,000.00	\$9,000.00
Outgoing Transition	Outgoing Transition Plan approved by DDAP	1	\$65,800.00	\$65,800.00
	Commonwealth Data returned and a certification that the data in the solution has been deleted or destroyed.	1	\$10,000.00	\$10,000.00
<b>Total Cost</b>				<b>\$885,800.00</b>

**BAFO**  
**COST MATRIX RFP 6100050027**

<b>Vendor Name</b>	Integrated Communications, Inc
<b>Vendor ID Number</b>	151761-000
<b>Vendor TIN</b>	25-1599215

<b>Maintenance and Support Base Years</b>		
<b>Item</b>	<b>Monthly Cost</b>	<b>Annual cost</b>
Year 1	\$ 3,000.00	\$36,000.00
Year 2	\$ 2,500.00	\$30,000.00
<b>Total Cost Base Years</b>		\$66,000.00

<b>Maintenance and Support Renewal Years</b>		
Year 3	\$ 2,000.00	\$24,000.00
Year 4	\$ 2,000.00	\$24,000.00
Year 5	\$ 2,000.00	\$24,000.00
<b>Total Cost Renewal Years</b>		\$72,000.00

**BAFO**  
**COST MATRIX RFP 6100050027**

Vendor Name	JPL Integrated Communications, Inc
vendor ID Number	151761-000
Vendor TIN	25-1599215

Enhancements Base Years			
Item	Number of Hours	Rate Per Hour	Total Annal Cost
Year 1	200	\$ 125.00	\$ 25,000.00
Year 2	200	\$ 125.00	\$ 25,000.00
Total Base Years			\$ 50,000.00

Enhancements Renewal Years			
Year 3	200	\$ 125.00	\$25,000.00
Year 4	200	\$ 125.00	\$25,000.00
Year 5	200	\$ 125.00	\$25,000.00
Total Renewal Years			\$75,000.00



**BAFO**  
**COST MATRIX RFP 6100050027**

<b>Vendor Name</b>	mmunications, Inc
<b>Vendor ID Number</b>	151761-000
<b>Vendor TIN</b>	25-1599215

	Year One	Year Two	Total Base Years	Option Year One	Option Year Two	Option Year Three	Total Renewal Years
<b>Hosting (Recommended based on current project understanding and need. Includes email service, dedicated IP for email service. May be less)</b>	\$ 9,000.00	\$ 9,000.00	\$18,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 27,000.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00

**BAFO**  
**COST MATRIX RFP 6100050027**

{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
<b>Total</b>	\$ 9,000.00	\$9,000.00	\$18,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$27,000.00

**BAFO  
COST MATRIX RFP 6100050027**

<b>Vendor Name</b>	JPL Integrated Communications, Inc
<b>vendor ID Number</b>	151761-000
<b>Vendor TIN</b>	25-1599215

## Cost Summary

Total Cost Base Years	
Total Base Deliverables Cost	885,800.00
Total Base M&S	66,000.00
Total Base Enhancements	50,000.00
Total Base Additional Costs	18,000.00
<b>Base Years Total:</b>	<b>\$ 1,019,800.00</b>

Total Cost Renewal Years	
Total Renewal M & S	\$ 72,000.00
Total Renewal Enhancements	\$ 75,000.00
Total Renewal Additional Costs	\$ 27,000.00
<b>Renewal Years Total:</b>	<b>\$ 174,000.00</b>

Grand Total Cost Base & Renewal Years	
<b>Grand Total:</b>	<b>\$ 1,193,800.00</b>

**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: Momentum, Inc. SAP Vendor Number: 157097 SDB Verification Number: 157097202007-SB-W	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> LGTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE	Business Relationship Management and software quality assurance	24.6 %	\$ 250,871
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: 24.6	Total \$ amount: \$ 250,871

**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: 6100050027

Solicitation Name: Integrated System for the Management and Administration of Requisite Training ISMART

	Bidder/Offeror Information	SDB Information
Name	JPLIntegrated Communications, Inc.	Momentum, Inc.
Address	471 JPL wick Dr. Harrisburg, PA 17111	2120 Market St. Camp Hill, PA 17011
Point of Contact	Steven Lucas Kempski	Jennifer Oswald
Telephone number	(717) 901-4198	(717) 214-8000
Email address	LKempski@JPLcreative.com	joswald@m-inc.com

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:

Business Relationship Management and software quality assurance

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 24.6 % 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 \$250,871 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,

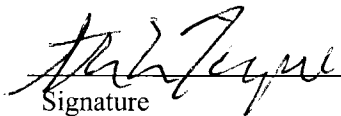
Acknowledged

Steven Lucas Kempski

Jennifer Oswald

Printed name

Printed name





Signature

Signature

Bidder/Offeror Point of Contact Name

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.*

**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: <u>SON Systems Corp.</u> SAP Vendor Number: <u>428230</u> VBE Verification Number: <u>428230201910-VBE-S</u>	<input checked="" type="checkbox"/> VBE <input checked="" type="checkbox"/> SDVBE	Technical writing, documentation and training	3 %	\$ 30,594
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: \$ 30,594



**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: 6100050027

Solicitation Name: Integrated System for the Management and Administration of Requisite Training ISMART

	Bidder/Offeror Information	VBE Information
Name	JPL Integrated Communications, Inc.	SQN Systems Corp
Address	471 JPL wick Dr. Harrisburg, PA 17111	8630-M Guilford Rd. Columbia, MD 21046
Point of Contact	Steven Lucas Kempski	Louis H Bullock
Telephone number	(717) 901-4198	(877) 207-8897
Email address	Lkempski@JPLcreative.com	lbullock@sqnsystems.com

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:

Technical writing, documentation and training

Services or supplies the VBE will provide:

Specific Time Frame the VBE will provide the services or supplies: December 2021 - May 2022 during monitoring and controlling and closing phases

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 \$ 30,594 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,

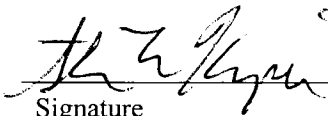
Acknowledged

Steven Lucas Kempski

Louis H Bullock

Printed name

Printed name




Signature

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.*

**Integrated System for the Management and Administration of Requisite Training  
(ISMART)  
RFP 6100050027  
Technical Submittal**

- I. Objectives.** The Department of Drug and Alcohol Programs (DDAP) needs a solution that shall provide an integrated web-based system for managing all aspects of its robust training program for professionals in the field of gambling and substance use disorder. This includes academic, fiscal, and administrative components accessed by a diverse blend of end users and DDAP staff. The solution must be mobile-friendly and comply with Commonwealth single sign-on while presenting a look and feel consistent with DDAP's branding. Not all the above functionality currently exists. Those components currently in existence are not integrated and occur with varying degrees of sophistication. A legacy system houses a training management component; it requires manual intervention at various steps, does not have the number of roles required, and is not mobile friendly. Other information is maintained on separate spreadsheets and other files which must be manually reconciled. End users consist of more than 14,000 students, approximately 30 faculty, 47 Single County Authorities and other intermediaries who request training events, facility administrators, and about a dozen DDAP fiscal, training, and administrative staff. There are about 100 training courses currently available. DDAP's current state information can be found in **Appendix A, Current State**, which contains extensive information on DDAP's current operations.
- II. Statement of the Project.** State in succinct terms your understanding of the project presented, or the service required by this RFP. Describe how your solution is flexible, scalable; and can adapt to business needs, administrative policies, technology advancements, and rules of the Department of Drug and Alcohol Programs (DDAP).

**Offeror Response**

**III. Qualifications.**

- A. Company Overview.** Offeror(s) shall submit a brief statement that explains why it best meets the objectives of DDAP with this RFP. Offeror(s) shall describe any additional features, aspects, or advantages of its products and services in any relevant area not covered elsewhere in its proposal. At a minimum, the company overview shall include the following:
1. Date of establishment of company and whether it is a public or private company.
  2. Principals of company and organization structure which includes the proposed web-based Business Relationship Manager(s).
  3. Company products from or comparable commercial products, produced within the last 6 to 24 months.
  4. Location and capacity of company's solution environments.
  5. Experience in providing a web-based system solution of similar size and scope, or experience in providing comparable system solutions of similar size and scope to other clients.

**Offeror Response**

- B. Prior Experience.** Include experience in web-based learning management solutions that involves academic, fiscal and administrative components accessed by a diverse blend of end users. [Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Offeror(s) shall describe prior experience in projects completed for at least **three (3)** prior or current customers. Prior experience should include the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer who may be contacted. Offeror(s) shall complete **Appendix B, Project References**. The Offeror shall state whether any of the following have occurred:
1. During the last **five (5)** years, the Offeror has had a contract terminated for default, or for cause. If so, the Offeror shall submit full details including the other party's name, address and telephone number.

2. During the last **five (5)** years, the Offeror has been assessed any liquidated damages under any of its existing or past contracts. If so, indicate the reason for the imposition of liquidated damages, and the liquidated damages amount of each incident.
3. During the last **five (5)** years, the Offeror, a subsidiary or intermediate company, parent company or holding company was the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Offeror to engage in any business, practice or activity, or if trading in the stock of the companies has ever been suspended. If so, the Offeror shall submit full details including dates(s).

### **Offeror Response**

- C. Personnel.** Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show 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 a web-based system for managing all aspects of its robust training program for professionals in the field of gambling and substance use disorder. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Offeror(s) shall complete **Appendix C, Personnel Experience by Key Position.**

DDAP, at its sole discretion, has the right to reject any personnel, and the selected Offeror shall replace said personnel. DDAP shall approve all replacement personnel. DDAP reserves the right to require background checks and non-disclosure agreements (NDA) of selected Offeror personnel, at the Offeror's expense.

The selected Offeror shall provide at a minimum, a **Business Relationship Manager**

- a. **Business Relationship Manager.**
  - i. Minimum **three (3)** years of experience on projects of similar size and scope.
  - ii. Must be 100% dedicated to the ISMART Project during the implementation, but may be a shared resource, with other clients, after the successful implementation is completed.
  - iii. The **Business Relationship Manager** shall be responsible for overseeing and managing the overall Project, specifically Project implementation, as well as tracking all outstanding issues, changes, software releases and future system development over the life of the Contract.
  - iv. The **Business Relationship Manager** shall be responsible for bringing industry knowledge and experience to the Project, shall serve as a liaison between DDAP and all of the selected Offeror's personnel that will be employed for this Project, and shall serve as the single point of contact between DDAP and the selected Offeror for all account issues. The **Business Relationship Manager** shall meet with DDAP, in person, to address account needs, on a recurring basis, quarterly at a minimum, as determined by DDAP. The **Business Relationship Manager** shall also be available for weekly marketing meetings that may be attended digitally or in person, as determined by DDAP. The **Business Relationship Manager** shall prepare an agenda in advance of these meetings, which shall include at a minimum: Project or Steady State operational status; performance metrics; technical issues; personnel issues; contract issues and status of outstanding action items.
  - v. Offeror shall transition at least one business person and one technical person with experience on the Pennsylvania implementation to the support team (at least 80% of their time) for a minimum of **six (6)** months to facilitate knowledge transfer to the remaining support team members. Explain how you will ensure adequate knowledge transfer to the support team before and during that **six (6)** months.

## **Offeror Response**

### **D. Replacement of Personnel.**

- a. During the project period, personnel not previously identified in the Contractor's proposal may only be substituted for another person or added to the project team when approved in writing by DDAP.
- b. After key personnel are assigned and approved by DDAP, the Contractor may not divert or replace personnel without written approval of the Commonwealth Contracting Officer and in accordance with the following procedures.
  - i. The selected Contractor must provide notice of proposed diversion or replacement to the Commonwealth Contracting Officer at **least thirty (30)** calendar days in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth Contracting Officer will notify the selected Contractor within **ten (10)** calendar days of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
  - ii. The selected Business Relationship manager cannot be diverted from the project for the duration of the project and replacement of the project manager must be approved by the Commonwealth Contracting Officer.
  - iii. The selected Contractor must provide a minimum of a **fourteen (14)** calendar day overlap at no additional charge to the Commonwealth for replacement of key personnel.
  - iv. Advance notification and employee overlap is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the selected Contractor or its subcontractor. However, DDAP shall be notified of changes within 5 business days when they occur, and DDAP must approve the replacement staff and receive the same documentation. Replacement of key personnel whose availability changes for reasons beyond the control of the selected Contractor must occur.
    1. On a temporary basis within one week of the availability change; and
    2. On a permanent basis no longer than **thirty (30)** calendar days from the availability change.
- c. The Commonwealth Contracting Officer may request that the selected Contractor remove one or more of its staff persons from this project at any time, with **thirty (30)** calendar days' written notice. In the event that a staff person is removed from the project, the selected Contractor will have **ten (10)** days to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth Contracting Officer approval.

## **Offeror Response**

**E. Subcontractors.** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. name of subcontractor;
2. address of subcontractor;
3. number of years worked with the subcontractor;
4. number of employees by job category to work on this project;
5. description of services to be performed;
6. what percentage of time the staff will be dedicated to this project;
7. geographical location of staff; and
8. resumes (if appropriate and available).

**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.**

The following requirements and standards must be met. The Offeror shall acknowledge understanding and agreement to meet or exceed the following requirements and standards in their response by describing its approach.

**A. Hosting.**

1. The selected Offeror shall propose an Offeror hosted solution that meets all hosting requirements as described in **Appendix D, Requirements for Non-Commonwealth Hosted Applications-Services.**
2. Any proposal that includes a cloud-based hosted solution may undergo a Commonwealth Cloud Services Requirements (CSR) review. ITP-BUS011 provides the Commonwealth policy guidance in regard to the use of cloud computing and storage solutions, the cloud use case review is a process that was established by the Commonwealth to ensure compliance with these cloud use policies. In order to facilitate this review in an expeditious manner the Commonwealth requires the submittal of **Appendix E, Cloud Use Case Review Services Requirements** document and the review of **Appendix F, Customer Service Transformation Principles** as part of this proposal.

**B. Data Centers.**

1. All data centers utilize under the resulting contract must be located in the Continental United States.
2. The Offeror must confirm adherence with all ITP’s (<https://www.oa.pa.gov/Policies/Pages/itp.aspx>) specifically, ITP SEC000—Section 4.1, Offshore Access. Please describe in detail how your company will comply with the requirements of ITP SEC000—Section 4.1, Offshore Access. Please include information regarding any Offshore access and work that will be done under the Contract resulting from this RFP and describe how it meets the requirements of ITP SEC000—Section 4.1, Offshore Access.

**Offeror Response**

**C. Solution Requirements.**

1. The proposed solution shall meet or exceed the following requirements outlined in **Appendix G, Technical Requirements**
2. Offeror shall describe any additional functions and features included with the proposed solution. Offeror shall describe any additional capabilities of the proposed solution not included as part of the proposed solution or are currently in development which could be made available in future releases or upon request.

**Offeror Response**

**D. Solution Support.**

**1. Hours of Support.**

The selected Offeror shall provide support for the DDAP system administrators Monday through Friday 8:00 AM to 5:00 PM Eastern Time (EDT or EST as applicable) and evenings and weekends as requested. Support shall include, but not be limited to, assistance and

ongoing support regarding problems/issues, release support, guidance in the operation of the solution, and identification and correction of possible data or system errors.

**Offeror Response**

**2. Types of Support.**

The Offeror shall describe all types of solution support available (i.e. telephone, web chat, email). At a minimum email and phone support shall be provided. DDAP intends to provide for Tier 1 support including password resets (not resolved through the automated reset process), website navigation assistance and merging duplicate accounts. As needed, DDAP shall escalate solution support issues to the selected Offeror.

**Offeror Response**

**3. Incident Management.**

The selected Offeror shall provide and manage a process to track, monitor and resolve reported problems/issues. Offeror shall describe its methodology to classify problems as to criticality and impact, including resolution procedures and escalation process for each classification of problems/issues.

**Offeror Response**

**4. Notifications.**

Offeror shall describe its notification policies and procedures. Offeror shall include policies and procedures for notifications to service subscribers and users in the event of scheduled maintenance, unscheduled maintenance, emergency maintenance, downtime, system errors, degraded performance, product releases, or other user impacting events. The solution shall provide system messages at login to notify users of maintenance or other system events.

**Offeror Response**

**5. Support Staff.**

Offeror shall provide their staffing plan to ensure a secure and supportive learning environment.

**Offeror Response**

**E. Service Level Agreements (SLA).** The selected Offeror shall meet or exceed the SLAs described in **Appendix H, Service Level Agreements.**

**Offeror Response**

**F. Solution Maintenance and Support.**

In the case of a vendor hosted solution, all standard system or hardware maintenance shall be completed outside of business hours defined as 8:00 A.M. to 5:00 P.M. Eastern Time, Monday through Friday. The Commonwealth requires the selected Offeror, regardless of the hosting option, to provide the following in the way of maintenance coverage for the proposed solution:

1. Ongoing software updates for the proposed solution, as they become available and are thoroughly tested; such updates may include but are not limited to bug fixes, patches and other improvements.

2. The selected Offeror must receive Commonwealth approval prior to implementing any software updates in the training, testing or production environments.
3. Software updates that modify features and functions shall include an update to online help, training tutorial, reference guides and user manuals.

Offeror shall describe its Solution Maintenance and Support plan.

#### **Offeror Response**

#### **G. Disaster Recovery.**

The selected Offeror must employ reasonable DR procedures to assist in preventing interruption in the use of the solution. Offeror shall describe its disaster recovery plans for maintaining operations during disasters. Offeror shall provide detailed information regarding its DR systems, architecture/frameworks, capabilities, governance, and procedures. Offeror shall describe how its disaster recovery plans support compliance with the required system availability as described **Appendix H, Service Level Agreements**.

#### **Offeror Response**

#### **H. Documentation and Versioning.**

The selected Offeror must update and maintain current system documentation associated with each release that, at a minimum depicts the requirements, design, interface, integration, database design, data flow diagrams, data dictionary, entity relationship diagrams, workflow diagrams, report layouts, data, security, technical, test, test tools, and user manuals, backup, recovery, and restart procedures. The selected Offeror shall update and/or create complete, clear, concise, and accurate documentation. The selected Offeror shall, as appropriate, generate or update project management documentation.

Offerors shall provide a detailed listing and description of the documentation the Offeror proposes as part of its solution.

#### **Offeror Response**

#### **I. Change Management.**

Change Management. Requests for changes must be submitted in writing. For all changes approved by DDAP, the selected Offeror shall be responsible for change management, to include but not be limited to, change request tracking, approvals process and communication approach. Offeror shall describe its change management approach that shall be used for this project to include, but not be limited to, how it plans to identify, evaluate, document, prioritize, categorize, resolve and close-out changes. The change management process shall be used to manage all system changes to include, but not be limited to, changes for defect management, system maintenance, and enhancements.

**J. Licensing Requirements.** Any click-through terms presented to an individual upon use of any component of the system must be pre-approved in writing by the Commonwealth Contracting Officer. Such terms shall not be inconsistent with the final negotiated contract terms and conditions resulting from this RFP. See Objections and Additions to Standard Contract Terms and Conditions.

**K. Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

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.
    - 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**

- L. Reporting.** The selected Offeror shall provide business reporting. The selected Offeror shall provide web-accessible reporting tools that enable scheduled and ad hoc reports and queries to be generated that meet the operational needs of DDAP. The selected Offeror's solution shall provide full dashboard development capability with filtering options for data (student user, demographic, trainer, etc.) at the most basic level. Offeror(s) shall describe how its system provides business reporting to DDAP. Offeror(s) shall provide a system report catalog and several report examples. Offeror(s) shall describe the solution's ability for generating and saving ad hoc reports, the process for developing custom reports for DDAP, and how the reports will be accessed. Offeror(s) shall provide the following reports, at a minimum;
1. The solution shall allow DDAP to do ad hoc reporting on the evaluation data
  2. The solution shall provide robust reporting capabilities accessible to DDAP staff and other users. Reporting functionality must be responsive and comply with all role-based access to specific records.
  3. The solution shall provide access to all data in order to produce canned, customized, ad hoc reports and other types of reporting.
  4. The solution must provide ad-hoc reporting capabilities.
  5. The solution must provide pre-defined reports.
  6. The solution must allow reports to be exported in multiple formats, such as PDF, Excel, or CSV.
  7. Attendance Reports
    - a. Class Participation Contact Information
    - b. Class Registration/Sign-in Form
    - c. Class Schedule Summary
    - d. No Show Report
    - e. Registration History
  8. Class/Course Reports
    - a. Class Cancellation Requests
    - b. Course Catalog
    - c. Class Schedule Requests
    - d. Scheduled Classes
    - e. Scheduled Classes by Trainer
  9. Fiscal Reports
    - a. Funding Codes by Trainer
    - b. Aggregate Funding Codes
  10. Miscellaneous Reports



- a. Trainer Contact Information
- b. Requestor Contact Information

## VI. Tasks.

Describe in narrative form your technical plan for accomplishing the work using the task descriptions 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. Implementation Planning.

The selected Offeror shall describe its approach to planning, executing, testing, training and maintenance of an incoming transition plan with minimum disruption of service. The incoming transition plan shall include a schedule of transition activities and a description of how the activities will be planned, executed, tested and reported to DDAP. The final incoming transition plan must be completed and submitted within **ten (10)** business days from the official contract start date. The transition plan shall commence after it has been reviewed and approved by DDAP. Once approved by DDAP, the incoming transition plan must be completed within **thirty (30) days**.

The Offeror shall submit a draft implementation plan with its proposal. The selected Offeror shall meet with the DDAP to review the draft implementation plan and gather any additional details required to finalize an implementation plan. A finalized implementation plan shall be submitted to DDAP within **thirty (30)** calendar days of receiving the notice to proceed. DDAP requires **ten (10)** business days to review the proposed plan and comment. A final plan, revised based on DDAP feedback, shall be delivered to DDAP within **five (5)** business days of receiving DDAP feedback. The implementation plan shall be updated throughout the project as requested by DDAP.

The implementation plan shall include the approach to all tasks required to implement the solution. The implementation plan shall include, but not be limited to, the following:

- Resource Staffing.
- Managing requirements and traceability.
- Development and testing of interfaces.
- Designing and validating system security.
- Testing and Quality Assurance (QA).
- Integration and testing of interfaces and third-party software if applicable.
- Managing defects and anomalies, including how fixes are incorporated into the solution.
- Training.
- Field testing.

**DELIVERABLE: Finalized Implementation Plan Approved by DDAP.**

### **Offeror Response**

### B. Requirements Management.

The selected Offeror shall be responsible for requirements management. The selected Offeror shall track and manage all requirements, including the verification of those already identified by DDAP as well as the discovery of additional requirements as needed to ensure completeness. The Offeror shall propose a process to track, prioritize, and maintain status of requirements.

The selected Offeror shall develop a requirements traceability matrix which links requirements throughout the validation process. The purpose of the requirement traceability matrix is to ensure that all requirements defined for the system are reflected in the design and tested. As design specifications and test plans and scenarios are developed, the traceability matrix is updated.

The selected Offeror shall perform GAP analysis and include a GAP analysis report as part of the finalized detailed requirements document. The GAP analysis shall be between the detailed requirements, **Appendix G, Technical Requirements**, and the selected Offeror's solution. The purpose of the GAP analysis is to identify and resolve any gaps between the detailed requirements and the Offeror's solution to ensure that all requirements defined for the system are reflected in the solution. The GAP analysis report shall include, but not be limited to, the following:

- Summary of the results of the requirements analysis and validation.
- Strategies to address the gaps identified.
- Baseline requirement set for the system, including any additional derived requirements and expanded definitions of each base requirement in order to demonstrate Offeror understanding.
- Listing of new business processes required and/or impacts to Commonwealth policies.

The overall goal of this task is to perform all activities necessary to develop a set of finalized requirements and traceability matrix.

**DELIVERABLE: Finalized Detailed Requirements Document with GAP Analysis Approved by DDAP**

**DELIVERABLE: Requirements Traceability Matrix.**

### **Offeror Response**

#### **C. Configuration of Environments.**

The selected Offeror shall describe the environments available during a typical implementation of its solution. Examples include, testing, staging, and production platform environments, as required to implement the solution. DDAP prefers to have separate training and testing environments.

**DELIVERABLE: Configuration of, Testing, Staging and Production platform environments Ready for Use (RFU).**

### **Offeror Response**

#### **D. Solution and Interface Design.**

The selected Offeror shall develop a detailed solution and interface design document, representing a refinement of the finalized requirements. The design document shall include, but not be limited to; a description of each interface and its purpose; transmission method and tools; implementation approach; interfaces method and protocol; frequency of transmission; estimated data volume and anticipated growth; error handling, recovery methods, restart procedures; dependencies or constraints; interface security considerations; testing approach; operations considerations such as scheduling, log file monitoring and operator notifications. In accordance with Management Directive 310.24 agencies must utilize the [Electronic Payment Processing](#) contract for the acceptance and processing of electronic

payments. DDAP would own the Merchant ID (MID) through which the electronic payments would be accepted. The electronic payments accepted through the DDAP MID will be settled/deposited directly into a commonwealth owned bank account. The offeror shall propose it's solution based on this requirement.”

**DELIVERABLE: Detailed Solution and Interface Design Document Approved by DDAP**

**Offeror Response**

**E. Data Conversion, Validation and Migration.**

The selected Offeror shall plan and execute all activities necessary to convert the DDAP data from the current DDAP into the new solution, including the testing and the production environments at implementation. The solution shall provide a functionality to include all electronic records in the current Training Management System and must be transferred to and be made available seamlessly in the new system (e.g. with older records in archived, retrievable storage). *The solution shall allow for existing user data from DDAP's current LMS to be migrated to the solution. This includes user accounts, course catalog, locations, code tables, etc.*

1. Offeror shall describe its approach and methodology to data conversion and validation. The selected Offeror shall submit a conversion plan that, at a minimum, includes the following:
  - Clearly defined roles and responsibilities for participant in the conversion.
  - Controls and programs to assist in the conversion.
  - A formal system to track, document, and manage conversion issues.  
Data Cleansing.
  - Test plans to verify data has been correctly converted.
  - A detailed mapping of legacy data fields to the fields in the new solution.
  - A detailed conversion schedule including all steps, tasks, activities, events, milestones, and resources necessary for the selected Offeror to convert the legacy data to the new solution.
  - Resolution plan for records with conversion data issues.

DDAP reserves the right to add or delete items from the conversion plan.

**Offeror Response**

2. For each iteration of the data conversion, testing is required. The selected Offeror shall report test results to DDAP. Test results shall be used to discover and remediate errors and to refine the process in order to achieve accurate results. Data cleansing will be performed by DDAP. The selected Offeror shall identify data requiring cleansing to achieve conversion success.

**Offeror Response**

3. The selected Offeror shall perform final conversion of data into the configured and successfully tested solution, including the final conversion into the production environment at implementation. Data conversion into the production environment shall require approval by the DDAP.

**Offeror Response**

**DELIVERABLE: Data Conversion, Validation and Migration Plan Approved by DDAP.**

**DELIVERABLE: Final Conversion Test Results showing all Data has been successfully converted.**

**DELIVERABLE: Final Data Conversion into the Production Environment**

**DELIVERABLE: Data Migration Test Results**

**DELIVERABLE: Final Report Showing the Successful Migration**

**Offeror Response**

**F. Testing.**

Offeror shall submit a draft test plan with its proposal. The selected Offeror shall manage the testing process to include, but not be limited to, perform testing to ensure that all agreed upon requirements in the detailed requirements document have been met. System testing shall also include load testing as well as interface testing. The selected Offeror shall also participate in the Commonwealth's user acceptance testing (UAT) to assist the DDAP testers in becoming familiar with the solution, provision of test environment (including access for DDAP testers), creation and execution of test scenarios, and defect resolution (including the process for same). This task shall include, but not be limited to, the following:

1. **Development of a Comprehensive Test Plan.** The selected Offeror shall create a test plan that includes, at a minimum, the approach to all types of testing to be performed (including system and UAT) and roles and responsibilities. Test Plans shall include but not be limited to the following:
  - Overall test strategy.
  - Description of each testing phase.
  - Approach to the creation and maintenance of the test data and test scripts.
  - Resources required.
  - Test schedule.
  - Test mapping of requirements and associated components to testing with the criteria for pass/fail.
  - Test design, cycles, and procedures, sequencing, and dependencies.
  - Ownership and responsibilities.
  - Establishing authority for sign-off and final approvals. Offerors test plan shall include reference to Quality Assurance and Defect Management processes to ensure resolution of defects.

**Offeror Response**

2. **Development of Test Scenarios.** The selected Offeror shall develop test scenarios, scripts, included expected results, which reflect all requirements in the detailed requirements document. The DDAP shall provide expert knowledge and support in identifying which items will be tested and will approve all scenarios prior to commencement of Offeror's use. DDAP at its sole discretion may develop additional test scenarios. These test scenarios and scripts shall be used by both the Offeror and the DDAP for testing.

**Offeror Response**

3. **System Testing.** The selected Offeror shall ensure that system tests are performed, and the results are made available to the DDAP for review and feedback.

**Offeror Response**

4. **UAT Testing.** The selected Offeror shall support the DDAP during UAT testing.
  - a. **User Acceptance Test Training.**  
The selected Offeror shall provide user acceptance test training. Training shall include, but not be limited to, the following:
    - i. Overview of how testing will be conducted, roles and responsibilities.
    - ii. Specific testing management processes such as test preparation, execution, recording and analyzing results, closeout, and issue tracking.
    - iii. Solution basics including logging in, navigation, workflow, and reporting.
    - iv. Overview of business processes that are applicable to the functions being tested.

**Offeror Response**

5. **Defect Resolution.** The selected Offeror shall be responsible for the defect resolution and re-testing of any errors, defects, or unsuccessfully tested functions.

**Offeror Response**

6. **Test Results.** Test results documentation shall include results of the testing, including defect management reporting, confirmation of errors being retested and resolved. Test result documentation shall include an updated requirements traceability matrix that maps all requirements in the detailed requirements document to the test scenarios. This matrix shall demonstrate that all requirements have been addressed and successfully tested.

**Offeror Response**

**DELIVERABLE: Comprehensive Test Plan Approved by DDAP.**  
**DELIVERABLE: Test Scenarios and Scripts Approved by DDAP.**  
**DELIVERABLE: Successful System and UAT Test Results which includes the updated Traceability Matrix.**

**Offeror Response**

**G. Implementation.**

Upon completion of successful user acceptance testing and DDAP's approval, the selected Offeror shall implement the solution into production. The selected Offeror shall provide a final implementation report which demonstrates the successful completion of all tasks as described in the implementation plan and a certification of operational readiness. The Offeror and DDAP shall monitor the solution for a period of sixty (60) days after which, and in the absence of significant issues, the solution shall be deemed complete and move into a maintenance and support phase. Significant issues include, but are

not limited to, functionality critical to operations not functioning as expected based on the documented requirements, system performance is degraded, required system interfaces are not operating as expected, or the solution is not meeting the minimum needs of DDAP. In the event significant issues occur, once corrected the sixty (60) day monitoring period will restart.

**Offeror Response**

**DELIVERABLE: Solution Certification Sign-off Approved by DDAP.**

**H. Enhancements.**

The selected Offeror shall be responsible for the project management, development, and implementation of system enhancements upon request of DDAP. System enhancements will include the addition of any new feature or function requested by DDAP, to the solution after final acceptance. Configuration changes that do not require source code changes will be considered maintenance and support and not an enhancement. A deliverable based statement of work will be developed for all future enhancements.

**Offeror Response**

**I. Training.**

The selected Offeror shall provide a formal system user guide describing in detail the use and functionality within the solution, publish training documentation, and provide application training. The selected Offeror must establish a formal system user guide for all system functionality for each role. DDAP will determine by security roles what functions the system users will utilize. The system user guide shall be available online and DDAP shall have the option to download or print for future training conducted by DDAP.

The selected Offeror shall provide system administration training to approximately 10 DDAP staff prior to go live. This training may be on-site in Harrisburg, Pennsylvania, or via webinar, at DDAP's request based on social distancing policies in place at the time of the training. The selected Offeror shall provide online training and on demand web-based sessions and eLearning modules throughout the contract resulting from this RFP.

The selected Offeror shall provide training schedule notification **thirty (30) days** in advance for all training session(s). All training materials and schedules must be approved by DDAP. The selected Offeror shall be responsible for updating training materials, upon system changes, throughout the contract term. DDAP, at its sole discretion, may elect to have the selected Contractor provide on-site classroom training in Harrisburg, Pennsylvania for DDAP's role specific trainings. Classroom training shall not exceed 25 attendees per session. The Offeror must propose an approach to train all authorized system user groups, including an approach for each group and the type of training (on-site, web-based, self-training, etc.) that will be used. The training plan must be included as a separate task grouping in the project plan.

**Offeror Response**

**DELIVERABLE: A finalized training plan and schedule to address the needs of the project Approved by DDAP.**

**DELIVERABLE: Training documentations for designated users geared specifically toward the solution functions of each end-user. Include the materials such as workbooks, exercise and examples as well as handouts and aides.**

**DELIVERABLE: User training sessions.**

## J. Outgoing Transition.

The selected Offeror shall cooperate with the DDAP and any subsequent contractor in any activities related to turnover of responsibilities. The selected Offeror shall develop an outgoing transition plan when requested by DDAP. The outgoing transition plan shall include, but is not limited to, content migration, return of Commonwealth Data in a format acceptable to the Commonwealth and knowledge transfer activities.

### **Offeror Response**

**DELIVERABLE: Outgoing Transition Plan approved by DDAP.**

**DELIVERABLE: Commonwealth Data returned and a certification that the data in the solution has been deleted or destroyed.**

## VII. Reports and Project Control.

The selected Offeror shall provide project management services throughout the life of the project. The selected Offeror shall create, maintain, and execute the following plans, reports, and supporting documentation in a format agreed to by the Commonwealth. Offerors shall submit its project management methodology and/or draft plans which it proposes to use for this project. The selected Offeror must submit final plan(s) within [specified] days of receiving the notice to proceed. All plans are subject to Commonwealth approval.

**A. Project Management Plan.** The project management shall include, but not limited to, the following:

1. **Project Plan.** The project plan must describe the scope of work for the project and how the scope will be managed. The project plan shall act as a confirmation of project scope, phasing, implementation objectives, and be detailed enough to ensure the product is delivered on time, within projected estimates, and meets all requirements as specified in the RFP. The project plan must include, but is not limited to:
  - Project Scope Statement
  - Scope Management Process
  - Major Milestones /Deliverables
  - Work Breakdown Structure (WBS)
  - Timeline
2. **Requirements Management Plan.** The requirements management plan must describe the process and approach to manage and address requirements throughout the life of the project. The requirements management plan shall include:
  - Requirements Management Process
  - Roles and Responsibilities
  - Requirements Traceability Matrix (RTM)
3. **Risk Management Plan.** The risk management plan must describe the approach used to manage risk throughout the life of the project, how contingency plans are implemented, and how project reserves are allocated to handle the risks. The plan will include the methods for identifying risks, tracking risks, documenting response strategies, and communicating risk information. The risk management plan shall include:
  - Risk Management Process
  - Roles and Responsibilities
  - Rules/Procedures
  - Risk Impact Analysis Approach

- Tools
4. **Issue Management Plan.** The issue management plan must describe the approach for capturing and managing issues throughout the life of the project to ensure the project is moving forward and avoids unnecessary delays. The issues management plan shall include:
    - Issues Management Approach
    - Roles and Responsibilities
    - Tools
  5. **Change Control Management Plan.** The change control management plan must describe the approach to effectively manage changes throughout the life of a project. The plan will include the process to track change requests from submittal to final disposition (submission, coordination, review, evaluation, categorization), the method used to communicate change requests and their status (approved, deferred, or rejected), the escalation process if changes cannot be resolved by the review team, and the process for project re-baselining. The change control management plan shall include:
    - Change Management Process
    - Roles and Responsibilities
    - Rules/Procedures
    - Change Impact Analysis Approach
    - Tools
  6. **Communications Management Plan.** The communication management plan must describe the communications process that will be used throughout the life of the project. The process must include the tools and techniques that will provide timely and appropriate generation, collection, distribution, storage, retrieval and disposition of project information. The communications management plan shall include:
    - Communications Management Process
    - Roles and Responsibilities
    - Reporting Tools and Techniques
    - Meeting Types and Frequency
  7. **Quality Management Plan.** The quality management plan must describe the approach used to address Quality Assurance (QA) and Quality Control (QC) throughout the life of the project. 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 will include:
    - Quality Management Process
    - Roles and Responsibilities
    - Tools
    - Quality Standards
  8. **Time Management Plan.** 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 will include:



- Time Management Process
- Role and Responsibilities
- Tools and Techniques
- Work Plan

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

**Offeror Response**

**B. IT Service Management.** Offeror(s) shall describe its service management methodology its uses to deliver service to its customers. Identify any industry best practices or standards its service management methodology is based. IT Service management shall include strategic approach directed by policies and incorporated in processes and supporting procedures that are performed to plan, deliver, operate, control, and improve IT services offered to customers. Offeror shall describe tools used for service management to include any integration of automated tools. Offeror shall include as part of its proposal any service management plan(s) which will be utilized to deliver, operate, control, and improve the services as described in this RFP.

**Offeror Response**

**C. Status Report.** A weekly progress report covering activities, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office.

**Offeror Response**

**D. Final Report.**

1. Abstract or summarize the result of the study or service in terminology that will be meaningful to management and others generally familiar with the subject areas.
2. Describe data collection and analytical and other techniques used during the study.
3. Summarize findings, conclusions and recommendations developed in each task.
4. Include all supporting documentation; e.g., flow-charts, forms, questionnaires, etc.
5. Recommend a time-phased work plan for implementing the recommendations.]

**Offeror Response**

**VIII. Objections and Additions to Standard Contract Terms and Conditions.**

The Offeror will identify which, if any, of the **IT Terms and Conditions, Appendix H, Service Level Agreements** and **Appendix D, Requirements for Non-Commonwealth Hosted Applications-Services** 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 , **IT Terms and Conditions, Appendix H, Service Level Agreements** and **Appendix D, Requirements for Non-Commonwealth Hosted Applications-Services**. 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.

***Offeror Response***

## IT CONTRACT TERMS AND CONDITIONS

### 1. DEFINITIONS.

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

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

## **2. TERM OF CONTRACT.**

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

## **3. COMMENCEMENT OF PERFORMANCE.**

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

## **4. EXTENSION OF CONTRACT TERM.**

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

## 5. ELECTRONIC SIGNATURES.

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

## 6. PURCHASE ORDERS.

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

## 7. CONTRACT SCOPE.

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

## 8. ACCESS TO COMMONWEALTH FACILITIES.

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

## 9. NON-EXCLUSIVE CONTRACT.

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

## **10. INFORMATION TECHNOLOGY POLICIES.**

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

## **11. ORDER OF PRECEDENCE.**

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

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

## **12. CONTRACT INTEGRATION.**

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

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

### **13. PERIOD OF PERFORMANCE.**

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

### **14. INDEPENDENT PRIME CONTRACTOR.**

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

### **15. SUBCONTRACTS.**

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



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

## 16. OTHER CONTRACTORS.

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

## 17. ENHANCED MINIMUM WAGE.

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

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

## **18. COMPENSATION.**

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

## **19. BILLING REQUIREMENTS.**

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

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

## 20. PAYMENT.

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

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

## **21. ELECTRONIC PAYMENTS.**

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

## **22. ASSIGNABILITY.**

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

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

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

## 23. INSPECTION AND ACCEPTANCE.

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

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

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

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

#### **24. DEFAULT.**

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

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

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

## **25. NOTICE OF DELAYS.**

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with [Section 27, Changes](#).

## **26. CONDUCT OF SERVICES.**



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

## **27. CHANGES.**

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

## **28. TERMINATION.**

- (a) For Convenience.

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

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

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

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

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

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

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

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

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

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

## **29. BACKGROUND CHECKS.**

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

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

### **30. CONTRACT CONTROVERSIES.**

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

### **31. CONFIDENTIALITY, PRIVACY AND COMPLIANCE.**

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

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

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

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



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

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

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

### **32. PCI SECURITY COMPLIANCE.**

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

### **33. DATA BREACH OR LOSS.**

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



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

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

#### **34. INSURANCE.**

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

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

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

### **35. CONTRACTOR RESPONSIBILITY PROGRAM.**

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

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

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

**36. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS.**

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

**37. TAXES-FEDERAL, STATE AND LOCAL.**

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

**38. LIMITATION OF LIABILITY.**

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

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

**39. COMMONWEALTH HELD HARMLESS.**

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

**40. SOVEREIGN IMMUNITY.**

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

**41. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING.**

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

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

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

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

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

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

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



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

#### **43. CONTRACT CONSTRUCTION.**

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

#### **44. USE OF CONTRACTOR AND THIRD PARTY PROPERTY.**

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

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

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

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

#### **45. USE OF COMMONWEALTH PROPERTY.**

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

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

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

#### **46. OWNERSHIP OF DEVELOPED WORKS.**

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

- (a) Rules for usage for Developed Works.

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

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

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

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

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

#### **47. SOURCE CODE AND ESCROW ITEMS OBLIGATIONS.**

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

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

Unless the Solicitation specifies otherwise:

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

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

**49. PUBLICATION RIGHTS AND/OR COPYRIGHTS.**

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

**50. CHANGE IN CONTRACTOR'S OWNERSHIP.**

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

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

**51. OFFICIALS NOT TO BENEFIT.**



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

## **52. COMPLIANCE WITH LAWS.**

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

## **53. THE AMERICANS WITH DISABILITIES ACT.**

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

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

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

#### **54. EXAMINATION OF RECORDS.**

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

#### **55. SINGLE AUDIT ACT OF 1984.**

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

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

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

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

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

## **57. FEDERAL REQUIREMENTS.**

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

## **58. ADDITIONAL FEDERAL PROVISIONS.**

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

## **59. ENVIRONMENTAL PROTECTION.**

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

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

**60. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.**

The Contractor agrees:

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

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

## **61. CONTRACTOR INTEGRITY PROVISIONS.**

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



- (a) **Definitions.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:
- (i) “*Affiliate*” means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - (ii) “*Consent*” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - (iii) “*Contractor*” means the individual or entity, that has entered into this contract with the Commonwealth.
  - (iv) “*Contractor Related Parties*” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - (v) “*Financial Interest*” means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - (vi) “*Gratuity*” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the 4 Pa. Code § [7.153\(b\)](#), shall apply.
  - (vii) “*Non-bid Basis*” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (b) In furtherance of this policy, Contractor agrees to the following:
- (i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or

regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- (ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (v) Contractor certifies to the best of its knowledge and belief that within the last **five (5) years** Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and



- (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- (vi) Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the *Pennsylvania Election Code* (25 P.S. § 3260a).
- (vii) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the

Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- (x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## **62. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.**

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

## **63. WARRANTIES.**

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

- (a) Disruption. The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that, directly or indirectly, may cause a disruption of the Commonwealth's operations.
  
- (b) Nonconformity. In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within **10 days'** notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the Service requirements and/or the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of:
  - (i) Modifications to Developed Works made by the Commonwealth;
  - (ii) Use of the Developed Works not in accordance with the documentation or specifications applicable thereto;
  - (iii) Failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor;
  - (iv) Combination of the Developed Works with any items not supplied or approved by the Contractor; or
  - (v) Failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
  
- (c) Industry standards. The Contractor hereby represents and warrants to the Commonwealth that the Services shall be performed in accordance with industry standards using the utmost care and skill.
  
- (d) Right to perform. The Contractor hereby represents and warrants to the Commonwealth that the Contractor has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Works under this Contract.

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

**64. LIQUIDATED DAMAGES.**

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

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

**65. SERVICE LEVELS.**

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

**66. FORCE MAJEURE.**

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

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

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

#### **67. PUBLICITY/ADVERTISEMENT.**

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

#### **68. TERMINATION ASSISTANCE.**

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

#### **69. NOTICE.**

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

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

**70. *RIGHT-TO-KNOW LAW.***

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

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

## **71. GOVERNING LAW.**

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

## **72. CONTROLLING TERMS AND CONDITIONS.**

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



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

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

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

**74. SURVIVAL.**

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

## EXHIBIT A

### COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

#### Health Insurance Portability and Accountability Act (HIPAA) Compliance

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

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

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

#### 1. Definitions.

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

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

## 2. **Changes in Law.**

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

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

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

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

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

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

## 5. Business Associate Obligations.

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

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

- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.
- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § [164.502\(e\)\(1\)\(ii\)](#) and 45 CFR § [164.308\(b\)\(2\)](#), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.
- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department's Project Officer within **two (2) days** of discovery of any Security Incident at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.
- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § [164.524](#).

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

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

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

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

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



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

## 6. **Obligations of Covered Entity.**

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

## 7. **Survival.**



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

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

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

1. Purpose of Disclosure of PHI to Business Associate: To allow \_\_\_\_\_ to meet the requirements of the Underlying Agreement.
2. Information to be disclosed to Business Associate: \_\_\_\_\_.
3. Use Shall Effectuate Purpose of Underlying Agreement: \_\_\_\_\_ may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

## EXHIBIT B

### Requirements for Non-Commonwealth Hosted Applications/Services

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

#### A. Hosting Requirements.

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

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

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

**B. Security Requirements.**

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

**C. Data Storage.**

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

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

**D. Adherence to Policy.**

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

**E. Closeout.**

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

## ATTACHMENT 1

### SOC Reporting Requirements

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

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

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

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

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

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

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



## ATTACHMENT 2

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

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

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

**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:** \_\_\_\_\_

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**Background**

The Training Section in the Department of Drug and Alcohol Programs (DDAP) administers a robust training program for professionals in the field of gambling and substance use disorder. In-person and virtual learning is orchestrated by the Training Section through the use of contracted trainers, with classroom training occurring at locations throughout the commonwealth. The course catalog currently has more than 100 courses.

The current Training Management System (TMS) is a legacy system. The Training Section has built workarounds, external spreadsheets, and other manual processes to compensate for gaps in the system's capabilities. End users of TMS consist of more than 14,000 student users, approximately 30 trainer, 47 Single County Authorities (and other intermediaries who request training events), and about a dozen DDAP fiscal, training, and administrative staff.

**Trainers**

Trainers are secured through the commonwealth's Invitation to Qualify (ITQ) process and then a majority of trainers are issued a Purchase Order for training to occur in a fiscal year. The amount of each Purchase Order varies by trainer member depending on their anticipated training events. The Purchase Order amount creates a cost ceiling for each trainer member. That cost ceiling is built into TMS, but it's not foolproof because pending approvals are not calculated. Trainers have no visibility on their invoices paid to date.

A Letter of Engagement (LOE) for a trainer member is generated in TMS and the trainer member is notified by automated email when a training class is scheduled. When the class attendance (explained later) is entered in TMS, an invoice is generated to pay the trainer member which then flows through an automated approval workflow.

**Scheduling Training**

Scheduling of training is either initiated through DDAP or through a Single County Authority (SCA) or other intermediary who requests a training event. The process for each is as follows:

- Initiated by DDAP – The Training Section contacts the trainer member and they reach a mutually agreeable date for the training. The information is entered in TMS which generates an automated email to notify the trainer member. The approval workflow in TMS includes the creation of a Letter of Engagement (LOE) for the trainer member. Upon completion of the approval workflow, a second email to the trainer member is generated that provides the LOE for review. The class is also automatically posted on the schedule when approved. Scheduling of training initiated by DDAP accounts for about 15% of all training.
- Initiated by SCA or other Intermediary (Training Requestor) – The training requestor finds the desired training in the catalog and contacts the trainer member to reach a mutually agreeable date for the training. A request is entered in TMS for workflow approval which also generates an automated email to notify the trainer member. The approval workflow in TMS includes the

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creation of a Letter of Engagement (LOE) for the trainer member. Upon completion of the approval workflow, a second email to the trainer member is generated that provides the LOE for review. Scheduling of training initiated by training requestors accounts for about 85% of all training.

If a class is cancelled, the Training Section makes an entry in TMS which notifies everyone connected to the event – trainer, student users, training requestor, and primary contact. If the class is later rescheduled, there is no functionality in TMS to notify those student users who previously registered, so that notification is handled manually (if done).

**Registering for Training**

Student users can access the class schedules in TMS, and search for applicable courses. All those who initiate a training request (whether DDAP or a training requestor) choose whether to have registration closed or open. When a student user views the class schedules in TMS, they can see both types of classes (closed and open). Classes with open registration provide the student user with the ability to click “register” in TMS to self-register. Classes with closed registration prompt the student user to contact the primary contact listed for the class.

The course catalog has character limits in certain fields that hinder the ability of the Training Section to adequately post all relevant information.

If the class has reached maximum capacity, TMS will not allow further registration. TMS does not have a waiting list capability, so if a student user wants to be on a waiting list, they call the Training Section. If a student user wants to unenroll from a registered class, they cancel it in TMS. Since the Training Section is not notified when a class reaches capacity. When a student user cancels a class, an automated email is sent to a resource account outside of TMS. These factors make it difficult to manage a waiting list.

If a class does not have the minimum number of student users by a target date, this information appears on a dashboard for the Training Section to view. However, there is no notification from TMS to the Training Section outside of that.

**Attendance Management**

For in-person classes, there are separate sign-ins for morning and afternoon. This is controlled by the trainer member. Upon completion of the class, either the trainer member or the training requestor sends the sign-in sheets to the Training Section. Attendance for virtual classes is managed through Adobe. Whether it’s a paper sign-in sheet or an attendance report from Adobe, this information is then manually entered in TMS by the Training Section.

After the attendance is entered in TMS, student users who completed the class can access the evaluation. Upon completion of the evaluation, a student user can access their certificate of completion (which often is needed for DDAP regulatory monitoring and continuing education credits).

Student users who were “no shows” for the training are marked as such in TMS by the Training Section. This triggers TMS to send an automated email to the student user with the assessed “no show” penalty

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and instructions for requesting a waiver. (Note that student users have until 5:00pm the day of the training to cancel their training without a penalty.)

- A student user may only pay the penalty currently via paper check or money order. Upon receipt of the payment, the Training Section checks a box in TMS that notes the penalty was paid for the “no show.” The checks and money orders are processed by the Training Section and sent to the Comptroller.
- A student user who requests a waiver typically does so via email. That email is manually routed to the Chief of the Training Section for approval or disapproval. If approved, the Training Section checks a box in TMS that notes the waiver was approved and the penalty is no longer due. If disapproved, the Training Section notifies the student user that the penalty is still due.
- If a student user attempts to log into TMS without paying the penalty or having an approved waiver, the student user will be notified that the penalty still exists and will not be able to access TMS. The student user cannot view their scheduled classes or access certificates from previous classes. Once the penalty is either paid or waived, the student user’s attendance is entered by the Training Section will allows the student user to again access TMS.

**Training Fees**

At this time only one course, Clinical Supervision, has a fee associated with it. Those fees are paid via paper check or money order that are received by the Training Section then processed by the Fiscal Section and sent to the Comptroller. Notation and calculation of these payments is logged outside of TMS because that functionality doesn’t exist in the system.

Courses that are requested by an SCA can have a fee associated, but those fees are collected by the SCA or host facility; DDAP does not collect or process those fees.

**Reports**

TMS has five main types of reports that the Training Section utilizes: attendance, course utilization, evaluation, fiscal, and trainer. There is no ad hoc functionality, so the reports have limited use. For example, if the Training Section needs to analyze a cross-section of evaluation data, they must print multiple different canned reports and then perform manual calculations to achieve the desired results.

A student user can see all the courses they have taken by running a report in TMS. Trainers have access to run reports of evaluation information from the classes they taught.

The SCAs can see the same information that a student user can see in TMS for courses they did not request. If it’s a class they requested, they will have greater visibility to all data regarding that training.

A facility (with employees who regularly attend training) has no visibility of training records because there is no role for facility representatives in TMS. This has caused many facilities to have representatives or supervisors create and manage accounts for their employees. When an employee changes jobs, this typically results in another student user account being created at the new job. This

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situation causes frustration with not being able to access their prior records, and results in redundant accounts in TMS.

The fiscal personnel in DDAP are required to reconcile the accounts receivable and accounts payable in TMS annually. Since there is no interface between TMS and SAP, reports are printed by both systems and the reconciliations are conducted manually. These reconciliations always result in adjustments, which are attributed to the multiple manual points of entry.

**Support for Users**

Support for users is available by the Training Section during the hours of 8:00am to 4:30pm on weekdays. Users typically call the Training Section for password resets. Student users typically call with cancellations (if they have difficulty performing that function in TMS). Requestors do not have the functionality to cancel a scheduled training in TMS, so they call the Training Section for that. The Information Technology office is contacted by the Training Section for problems they can't solve as well as technical issues, data fixes, or logic changes.

**Data Quality Issues**

There are duplicate accounts for student users (as previously mentioned). There are also a number of inactive users and trainers in TMS. Incorrect email addresses are marked as bad email addresses in TMS by the Training Section; however, they can't be removed from TMS and are subsequently used by the system when general distribution notices to users are generated.

**APPENDIX B  
PROJECT REFERENCES  
RFP 6100050027**

<b>Name of Client &amp; Project Title</b>	Client – Project Title	
<b>Contract Value</b>	[VALUE]	
<b>Nature and Scope of Project:</b>	Describe the project in sufficient detail to explain it is similar to the Commonwealth's project. How does this project compare in size, scope, complexity and/or duration? What is it specifically about this project that makes it a good representative project of the vendor's work? ( <i>Reference Section III-B Prior Experience</i> )	
<b>Project Duration:</b>	<b>Start Date Year:</b> [YEAR]	<b>End Date Year:</b> [YEAR or on-going]
<b>Nature of the Client:</b>	Description of client and organizational unit that project was managed by.	
<b>Nature of Client Audience:</b>	Description of project users and/or client/customer audience.	
<b>Number of Users:</b>	[Number]	
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	Vendor Project Manager/Key Consultant on Project Team: Describe start-up, peak and ongoing level of vendor efforts	
<b>Client Contact Information:</b>	<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. <b>2 contacts required.</b></p> <p><b>Reference Contacts:</b></p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p> <p>Name: _____ Title: _____</p> <p>Department: _____</p> <p>Full Address: _____</p> <p>Telephone: _____ E-mail: _____</p> <p>Relation/Role to Project: _____</p>	



**APPENDIX C  
PERSONNEL EXPERIENCE BY POSITION  
RFP 6100050027**

<b>POSITION</b>  (Include at least one row for all positions identified as Key Positions in III-C of the RFP, as well as any additional positions you've identified as integral to the work delineated in your proposal.)	<b>PERSONNEL NAME</b>  (Identify by first/last name the person who will fulfill this position.)	<b>COMMITMENT</b>  (Provide the percentage of this person's time to be committed to the proposed project.)	<b>LOCATION</b>  (Enter the proposed work location.)	<b>BACKUP PERSONNEL NAME</b>  (Identify by first /last name the person who will back up this position.)	<b>PERSONNEL EXPERIENCE</b>			
					<b># YEARS PRIOR EXPERIENCE IN POSITION</b>  (List the number of years this person has acted in the same role on prior projects similar in nature to the proposed project.)	<b>OTHER RELEVANT EXPERIENCE</b>  (Provide a brief narrative of other experience this person has had that may be relevant to his/her role in the proposed project.)	<b>EDUCATION</b>  (List all postsecondary degrees completed for this person.)	<b>OTHER PROFESSIONAL QUALIFICATIONS</b>  (List any certifications and/or professional memberships for this person that may be <u>relevant</u> to this position.)

**APPENDIX C  
PERSONNEL EXPERIENCE BY POSITION  
RFP 6100050027**

<b>POSITION</b> <small>(Include at least one row for all positions identified as Key Positions in III-C of the RFP, as well as any additional positions you've identified as integral to the work delineated in your proposal.)</small>	<b>PERSONNEL NAME</b> <small>(Identify by first/last name the person who will fulfill this position.)</small>	<b>COMMITMENT</b> <small>(Provide the percentage of this person's time to be committed to the proposed project.)</small>	<b>LOCATION</b> <small>(Enter the proposed work location.)</small>	<b>BACKUP PERSONNEL NAME</b> <small>(Identify by first /last name the person who will back up this position.)</small>	<b>PERSONNEL EXPERIENCE</b>			
					<b># YEARS PRIOR EXPERIENCE IN POSITION</b> <small>(List the number of years this person has acted in the same role on prior projects similar in nature to the proposed project.)</small>	<b>OTHER RELEVANT EXPERIENCE</b> <small>(Provide a brief narrative of other experience this person has had that may be relevant to his/her role in the proposed project.)</small>	<b>EDUCATION</b> <small>(List all postsecondary degrees completed for this person.)</small>	<b>OTHER PROFESSIONAL QUALIFICATIONS</b> <small>(List any certifications and/or professional memberships for this person that may be <u>relevant</u> to this position.)</small>

APPENDIX D  
Requirements for Non-Commonwealth Hosted Applications/Services  
RFP 6100050027

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

including climate control, fire and security hazard detection, electrical needs, and physical security.

9. The Licensor shall examine applicable system and error logs daily to minimize and predict system problems and initiate appropriate action.
10. The Licensor shall completely test and apply patches for all third-party software products in the server environment before release.
11. The Licensor shall provide all Commonwealth data to the Commonwealth, upon request, in a form acceptable to the Commonwealth, at no cost to the Commonwealth.

**B. SOC Reporting Requirements:**

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

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

2. SOC 2 Type II reports shall address the following:
  - (i) Security of Information and Systems;
  - (ii) Availability of Information and Systems;
  - (iii) Processing Integrity;
  - (iv) Confidentiality;
  - (v) Privacy; and

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

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

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

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

### **C. Security Requirements**

1. The Licensor shall conduct a third-party independent security/vulnerability *Requirements for non-Commonwealth Hosted Applications Services*

assessment at its own expense on an annual basis.

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

#### **D. Data Storage**

1. The Licensor shall store all Commonwealth data in the United States.
2. The Licensor shall use industry best practices to update and patch all applicable systems and third-party software security configurations to reduce security risk. The Licensor shall protect their operational systems with applicable anti-virus, host intrusion protection, incident response monitoring and reporting, network firewalls, application firewalls, and employ system and application patch management to protect its network and customer data from unauthorized disclosure.
3. The Licensor shall be solely responsible for applicable data storage required.
4. The Licensor shall encrypt all Commonwealth data in transit and at rest. The Licensor shall comply with ITP-SEC031, and ITP-SEC019, encryption policies and minimum standards or stronger.

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

**E. Adherence to Policy**

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

**F. Closeout**

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

## ATTACHMENT 1

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

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



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

APPENDIX E  
 Cloud Services Requirements  
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**Cloud Services Requirements**

Offeror/Contractors proposing solutions that include cloud services must respond to the questions included in this document. The purpose of this document is to gain the necessary information from the Offeror/Contractor to fully understand and evaluate the cloud service being proposed.

Offeror/Contractor shall describe if any part of the proposed cloud service is provided by another third party or subcontractor. The ability of each subcontractor to meet these Cloud Services Requirements must be incorporated into this document. Offeror/Contractor may add a separate attachment or denote responses as "Offeror/Contractor" or "Name of Subcontractor".

**If using links in Offeror/Contractor Response column, please provide specific reference point that addresses the question.**

REQ #	Category	Question	Offeror/Contractor Response
1	<b>General</b>	<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"> <li>• <b>Solution Component(s)</b> – SKU/Product Titles and/or Resources utilized by solution provider</li> <li>• <b>Solution Environment(s)</b> – Which public cloud provider, which private cloud stack, and/or who’s datacenter for traditional hosting of components.</li> <li>• <b>Solution Operator(s)</b> – Organizational name of the Service Organization and any Subservice Organizations actively supporting the proposed solution.</li> </ul>	

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2	<b>General</b>	<p>Offeror/Contractor shall describe if the proposed cloud service is a dedicated single tenant or shared (multi-tenant) cloud solution.</p> <p>If multi-tenant, Offeror/Contractor shall describe the security controls to isolate the tenants.</p>	
3	<b>General</b>	<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"><li>• Availability</li><li>• Performance</li><li>• Disaster Recovery expectations (RTO/RPO)</li><li>• Pandemic Recovery expectations</li><li>• Location of the data Primary/Secondary (if applicable?)</li><li>• Access to the data</li><li>• Portability of the data (ability to move data to a different hosting provider)</li><li>• Metrics used to measure the service, e.g. service level objectives</li></ul>	
4	<b>General</b>	<p>Offeror/Contractor shall describe controls for record retention and data destruction of data past retention period in accordance with <a href="#">ITP-SEC019 Policy and Procedures for Protecting Commonwealth Data</a> and <a href="#">ITP-SEC015 Data Cleansing Policy</a>.</p> <p>Offeror/Contractor shall describe how they will confirm that the data has been destroyed. Commonwealth preference is certified letter(s) of confirmation at end of contract and quarterly for aged data.</p>	

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5	<b>General</b>	<p>Offeror/Contractor shall, upon contract expiration or at any other time at the written request of the Commonwealth, return to the Commonwealth all of its data (and all copies of this information) in a format agreed to by the Commonwealth.</p> <p>Offeror/Contractor shall provide method of export of Commonwealth data during the contract term.</p>	
6	<b>General</b>	<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"> <li>• Service Model</li> <li>• Deployment Model</li> <li>• Impact Level</li> <li>• Independent Assessor</li> <li>• Authorization Date</li> <li>• Service Description</li> <li>• Agencies using this service</li> </ul>	
7	<b>General</b>	<p>Offeror/Contractor shall indicate if the following NIST guidelines are adhered to:</p> <ul style="list-style-type: none"> <li>• NIST SP 800-53 Assessing Security and Privacy Controls in FIS organizations</li> <li>• NIST SP 800-63 Digital Identity Guidelines</li> <li>• NIST SP 800-92 Guide to Computer Security Log Management</li> <li>• NIST SP 800-144 Guideline on Security and Privacy in Public Cloud Computing</li> </ul>	

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		<ul style="list-style-type: none"> <li>• NIST SP 800-145 NIST Definition of Cloud Computing and Deployment Models</li> <li>• NIST SP 800-146 NIST Cloud Computing Synopsis and Recommendations</li> </ul> <p>Please also indicate if other NIST guidelines apply to the proposed cloud service.</p>	
8	<b>General</b>	<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	<b>Regulatory Compliance Verification</b>	<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"> <li>• CJIS and CHRIA for criminal history data</li> <li>• HIPAA for health-related data</li> <li>• IRS Pub 1075 and SSA for federal protected data</li> <li>• PCI-DSS for financial data</li> </ul> <p>Offeror/Contractor shall provide certifications or letters of attestation for any deemed applicable to the proposed cloud service.</p>	
10	<b>Data Storage Provisioning (ITP-BUS011 CSR-L3)</b>	<p>Offeror/Contractor shall ensure that under no circumstances will Commonwealth data be directly or indirectly transmitted or downloaded to, stored in, or accessible from any location that is not subject to the laws and jurisdiction of the United States.</p>	

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11	<b>Data Hosting (ITP-BUS011 CSR-L4)</b>	<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"><li>• Offeror/Contractor shall describe which data centers are intended for use with the proposed cloud service.</li><li>• 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.</li><li>• 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.</li></ul>	
12	<b>SOC Reporting (ITP-BUS011 CSR-L5)</b>	<p>Offeror/Contractor shall provide relevant SOC reports, which have been performed by an independent CPA-certified auditor, for the proposed cloud service. Reports should be submitted to the Contract Manager. <a href="#">Link to OPD BUS011B SOC Reporting Procedures</a></p> <p><b>SOC 3 Report</b> 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><b>SOC 1 TYPE II Report</b> is required under the following conditions:</p>	

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		<ul style="list-style-type: none"> <li>• The service organization is <b>hosting financial information</b> that could affect or have a material impact on a Commonwealth agency's financial statements and/or reporting.</li> <li>• Compliance mandate for federal or state audit requirements and/or policy.</li> <li>• A third-party provides financial service(s) (such as, but not limited to, payroll processing, accounts receivable, payable, or collection service).</li> </ul> <p><b>SOC 2 TYPE II Report</b> is required under the following conditions:</p> <ul style="list-style-type: none"> <li>• The service organization is <b>hosting, handling, or processing confidential or sensitive data/information</b> (as defined in <a href="#">ITP-SEC019 Policy and Procedures for Protecting Commonwealth Electronic Data</a>).</li> <li>• Compliance mandated with federal or state audit requirements and/or policy.</li> </ul>	
13	<p><b>System Monitoring Audit Logging (ITP-BUS011 CSR-S1)</b></p>	<p>Commonwealth policy requirements:</p> <ul style="list-style-type: none"> <li>• Audit logging must be enabled and accessible to the Commonwealth (Information Security Office or designee)</li> <li>• Verbose logging is required</li> <li>• 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).</li> <li>• 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.</li> </ul>	

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		<ul style="list-style-type: none"><li>a) Offeror/Contractor shall review and evaluate the system monitoring and audit logging requirements listed in <a href="#">ITP-BUS011 Section 4.2</a> 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.</li><li>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.</li><li>c) Offeror/Contractor shall provide an example of the logs to show what level of detail is available.</li><li>d) Offeror/Contractor shall describe if any dashboards and/or analytics are in place for Commonwealth ISO use.</li><li>e) Offeror/Contractor shall provide examples of monthly reporting.</li><li>f) Offeror/Contractor shall provide examples of annual reporting.</li><li>g) Offeror/Contractor shall define their continuous monitoring strategy, including measures, metrics and control assessments including frequencies.</li><li>h) Offeror/Contractor shall provide examples of log review, contingency plan testing, incident response plan testing and vulnerability scans</li></ul>	
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		<p>i) Offeror/Contractor shall describe responses to assessment findings, threshold alerts, decisions to either mitigate, transfer or accept risks related to identified vulnerabilities</p> <p>j) Offeror/Contractor shall describe method of access for all of the above.</p>	
14	<p><b>Data Segmentation Boundary Protection (ITP-BUS011 CSR-S2)</b></p>	<p>Offeror/Contractor shall provide a network/architecture diagram showing what security and technical controls are performing the network segmentation within the cloud service offering and including any connectivity to the Commonwealth's network (e.g. border gateway, perimeter and/or network firewall, web application firewall, VPN tunnels, security zone access, as applicable)</p> <p>Offeror/Contractor shall describe how data segregation (physically or logically) of Commonwealth data from non-Commonwealth data is guaranteed.</p> <p>Offeror/Contractor shall maintain the diagram throughout the contract term and provide updates if changes occur.</p>	
15	<p><b>Endpoint Protection (ITP-BUS011 CSR-S3)</b></p>	<p>Offeror/Contractor shall provide and manage security controls. These are required to identify attacks, identify changes to files, protect against malware, protect user web services, Data Loss Prevention (DLP).</p> <p>Offeror/Contractor shall describe which of these security controls are included in the proposed cloud service and how these additional controls would generate a notification to the Commonwealth. Please indicate if any are not used and also if any are used that are not listed below.</p> <ul style="list-style-type: none"> <li>○ File Monitoring controls</li> <li>○ Antivirus controls</li> </ul>	

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		<ul style="list-style-type: none"> <li>○ Cloud Aware IDS/IPS</li> <li>○ DLP controls</li> <li>○ Forensic controls</li> <li>○ Advanced Persistent Threat (APT) controls</li> </ul>	
16	<b>Encryption (ITP-BUS011 CSR-S4)</b>	<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><a href="#">Link to SEC020 Encryption Standards Data at Rest</a>  <a href="#">Link to SEC031 Encryption Standards Data in Transit</a>  <a href="#">Link to SEC019 Protection of Commonwealth Data</a></p> <p>Offeror/Contractor shall describe what encryption protocols are used to secure data in transit, file uploads or transfers.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data at rest. Describe how those encryption keys are managed.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data backup and recovery. Describe how those encryption keys are managed.</p> <p>If databases are used, describe what level of encryption is applied.</p>	
17	<b>Identity and Access Management (ITP-BUS011 CSR-S5)</b>	<p>Offeror/Contractor must provide technical controls for authenticating users, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet users, and internal users.</p>	

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		<p>Offeror/Contractor must describe reporting and audit mechanism for new staff, access changes, and deprovisioning of Offeror/Contractor staff.</p> <p>Offeror/Contractor must support use of Commonwealth Authentication services and Commonwealth Multi-Factor Authentication services.</p> <p>If cloud service is accessed by Commonwealth employees, Offeror/Contractor shall indicate if they can support Microsoft Azure Active Directory (AAD) or integration with ADFS.</p> <p>If cloud service is accessed by citizens or business partners, Offeror/Contractor shall indicate if they can support use of Keystone Login.</p> <p>If Offeror/Contractor cannot support use of Commonwealth authentication methods, Offeror/Contractor shall describe the technical controls used for authenticating users, multifactor services, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet user, internal users, etc.</p>	
18	<p><b>Vulnerability Assessment (ITP-BUS011 CSR-S6)</b></p>	<p>Offeror/Contractor shall conduct third-party independent security/vulnerability assessments on a quarterly basis and submit the results of such assessment to the Commonwealth within three (3) business days.</p> <p>Offeror/Contractor shall describe its vulnerability assessment practices for the proposed cloud service and indicate how the following requirements will be addressed:</p> <ul style="list-style-type: none"> <li>a) Offeror/Contractor shall ensure cloud hosted application(s) are securely coded, vetted, and scanned.</li> </ul>	

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		<p>b) Offeror/Contractor shall conduct quarterly vulnerability assessments, or sooner if due to compliance regulations or other requirements, or upon a major change to the solution.</p> <p>c) Offeror/Contractor shall provide vulnerability assessment results to the Commonwealth on a quarterly basis during the term of the contract and upon Commonwealth request. <i>(Refer to ITP-SEC021 and ITP-SEC023 for guidance)</i></p> <p>d) Offeror/Contractor shall be able to identify and validate vulnerabilities required for remediation and provide a mitigation plan and timeline to the Commonwealth.</p> <p>e) Offeror/Contractor shall ensure patching is up to date.</p>	
19	<b>Data Protection Recovery (ITP-BUS011 CSR-S7)</b>	<p>Offeror/Contractor shall provide a <b>business continuity plan</b> 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"> <li>○ Data / Database Recovery</li> <li>○ Application Recovery</li> <li>○ Operating System Recovery</li> <li>○ Infrastructure Recovery</li> </ul> <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	<b>Compliance (ITP-BUS011 CSR-S8)</b>	<p>Offeror/Contractor shall describe its capability to meet compliance requirements if the proposed cloud service is subject to any regulations.</p>	

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		<p>At minimum, all offerings shall meet Commonwealth ITP requirements and NIST Moderate Level security controls specified in the Federal Information Processing Standards (FIPS) and Special Publications (SPs).</p> <p>NIST control enhancements shall also apply unless specified otherwise.</p> <p>The agency reserves the right to upgrade the NIST control level. The agency also reserves the right to mandate additional regulations or standards such as HIPAA, PCI, IRS, CMs/ARS, etc.</p>	
21	<p><b>Security Incident Handling (ITP-BUS011 CSR-S9)</b></p>	<p>Offeror/Contractor shall agree to monitor, prevent, and deter unauthorized system access as per the requirements outlined below. If for any reason, Offeror/Contractor cannot meet this requirement it must be documented in their response.</p> <ul style="list-style-type: none"> <li>• Unauthorized system access must be reported to the Commonwealth within 48 hours.</li> <li>• 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.</li> <li>• The Commonwealth will provide escalation contacts and resource account to be used for notification purposes.</li> </ul>	

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		<ul style="list-style-type: none"> <li>Licensors shall not disclose the Commonwealth was a customer in the event of any penetration, impermissible use or disclosure of data, loss or destruction of data.</li> </ul> <p>Offeror/Contractor shall provide a copy of its Incident Response Plan (IRP). IRP should include incident handling practices, severity classification levels, customer notification and escalation processes, expected timeframes from time of impact to resolution, etc.</p>	
22	<b>Inventory (ITP-BUS011 CSR-S10)</b>	<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	<b>Data Backup and Recovery (Hosting Terms)</b>	<p>Offeror/Contractor shall take all necessary measures to protect the data including, but not limited to, the backup of the servers on a daily and weekly basis in accordance with</p>	

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		<p>industry best practices and encryption techniques in accordance with Commonwealth retention requirements.</p> <p>Offeror/Contractor shall describe its backup and archival process including but not limited to the following:</p> <ul style="list-style-type: none"><li>• What is the length of time backups are available?</li><li>• Do you perform test restores?</li><li>• What archival backup/restore/versioning is part of the agreement and what actions require any additional service fees?</li><li>• 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.</li><li>• Is storage of backup media offsite provided? If so, for how long?</li><li>• Location of backups and key management and storage for any backup encryption keys.</li></ul>	
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**APPENDIX F**  
**CUSTOMER SERVICE TRANSFORMATION PRINCIPLES AND REQUIREMENTS**  
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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. Keystone Login provides:

- a. 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.

- b. 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



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Partner can work with any Commonwealth agency or other Business 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.

c. 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:

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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.

2. 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.

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

3. 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.

4. 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.

5. 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.

Category	Business Requirements	Requirement Type	How is requirement met?	Comments
Attendance	The solution shall provide a functionality that restricts class registration when a student user has an outstanding balance due on their account. The student user shall be able to log in, but shall be taken directly to a payment page that will include a message regarding the amount of the outstanding balance owed and what it is for. Once the balance is paid, full access shall be automatically restored.	Critical	Select one	
Attendance	The solution shall provide a functionality that has the ability to create, manage, and have access to training transcripts and continuing education credits.	Critical	Select one	
Attendance	The solution shall require attendance to be entered for a course certificate to be issued. The training requestor shall be able to enter attendance for events they scheduled. The solution shall allow copies of signed attendance sheets to be uploaded. - OR - the solution shall allow for an automated verification of each student user's attendance for the duration of the class to be required for a certificate to be issued.	Critical	Select one	
Attendance	The solution shall have the capability for the training requestor to enter the minimum number of students required to be registered for a class by a specific date.	Critical	Select one	
Attendance	The solution shall have the capability to provide an automated notification to DDAP and training requestor by a date specified when a scheduled class does not have the minimum number of required student users registered.	Critical	Select one	
Attendance	The solution shall provide an automated update of the student user's attendance status as Complete, Incomplete, or No Show. No Show shall be assigned if the student user was registered for a course and did not attend without formal cancellation.	Critical	Select one	
Attendance	The solution shall have the capability to assess a penalty fee for student user's whose attendance status for a class was "No Show". The penalty fee shall be a flat rate or a percentage of the class fee and restrict the student user's account.	Critical	Select one	
Attendance	The solution shall have the capability for a student user to request to be on a waiting list for a scheduled class with open registration that has reached full capacity. The student user shall receive an appropriate message.	Desirable	Select one	
Attendance	The solution shall monitor a waiting list for scheduled classes. If a seat opens for a class with a waitlist, the solution shall send an automated notification to the first student user on the list offering them the seat.	Desirable	Select one	
Attendance	The solution shall have the capability to allow the training requestor to set criteria for waiting lists and registration access.	Desirable	Select one	
Attendance	The solution shall allow a student user the ability to register for a course from the schedule/calendar."	Critical	Select one	
Course/Class	The solution shall allow system users with the Provider role to view training needs or indicate trainings for its staff.	Desirable	Select one	

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Course/Class	The solution shall provide a registration functionality that includes an interactive course catalog with filters, capability for students to modify or cancel registration within specified timeframes, and approval workflow (e.g., the ability to find "classes near me" or "recommended courses" shall enhance the student experience).	Critical	Select one	
Course/Class	The solution shall provide a functionality to host on-demand classes (SCORM compliant) and live, online classes (integrating with Adobe Connect and Adobe Captivate).	Critical	Select one	
Course/Class	The solution shall provide a functionality to ensure that course prerequisites are met prior to the student user's attendance of the course for which the student user is currently registering.	Highly Desirable	Select one	
Course/Class	Upon student user's completion of a class and the evaluation, the solution shall automatically produce certificates of completion for the student. Certificates of completion shall have the capability to be configured by DDAP prior to production of the certificate.	Critical	Select one	
Course/Class	The solution shall allow DDAP the capability to attach documents to training records.	Critical	Select one	
Course/Class	The solution shall allow DDAP to maintain a list of approved trainers unique to each course.	Critical	Select one	
Course/Class	The solution shall allow external intermediaries (training requestors) to view a course catalog and list of approved trainers per course and electronically submit course requests to DDAP. Elements of requests include but are not limited to, course, trainer, date, time, location, and capacity.	Critical	Select one	
Course/Class	The solution shall provide a functionality that allows DDAP to contract with trainers per event through a Letter of Engagement (LOE) with trainers having the ability to accept or reject the LOE electronically. This requirement shall be an option for all facilitated events both virtual and in-person trainings.	Critical	Select one	
Course/Class	The solution shall allow DDAP to add new courses, new course information, edit or inactivate existing courses in the course catalog. Course information shall include: course category (beginner, intermediate, advanced); domain (prevention, treatment, etc.). Code tables shall be used to define various options.	Critical	Select one	
Course/Class	The solution shall allow courses to be added without approved trainers.	Critical	Select one	
Course/Class	The solution shall provide for active courses to be added to course catalogue and inactive courses not.	Critical	Select one	
Course/Class	The solution shall allow course descriptions to have unlimited text characters.	Critical	Select one	
Course/Class	The solution shall allow courses to have assignable course tracks.	Critical	Select one	
Course/Class	The solution shall allow courses and classes to be approved in a workflow.	Critical	Select one	
Course/Class	The solution shall allow DDAP to request, edit, approve, and cancel scheduled classes.	Critical	Select one	
Course/Class	The solution shall only allow trainers to be selected when scheduling a class if their trainer balance contains enough funds to cover the cost of the class. Trainers without sufficient balance shall not be in the option of trainers when scheduling a class.	Critical	Select one	

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Course/Class	The solution shall include business rules for requesting scheduled courses. Allow training requestors to submit course schedules even if a conflict occurs. Allow DDAP to evaluate request and override business rules if course schedule is needed.	Critical	Select one	
Course/Class	The solution shall prevent a student user registering for a class which conflicts with a previously registered class on the same day and time.	Critical	Select one	
Course/Class	The solution shall allow DDAP to make changes (change in date, time, venue, trainer, number of hours, etc.) and shall require a new LOE to be created/approved. All other changes shall not require a new LOE to be created/approved.	Critical	Select one	
Course/Class	The solution shall allow class schedules to have open or closed registration. If open registration, allow student users to register for classes if there are available seats. If closed registration, student users must contact class contact to register.	Critical	Select one	
Course/Class	The solution shall allow a class to be entered over multiple days, and display the individual days/times of the class, .e.g., if a class is scheduled 9:00am to 12:00pm over three days, student users shall see each individual day/time.	Critical	Select one	
Course/Class	The solution shall include a course materials library for storage of relevant documents.	Critical	Select one	
Course/Class	Trainers shall have access to the course material library but only for courses they are approved to train.	Critical	Select one	
Course/Class	Student users shall have access to the course material library but only for courses they have been registered for or have completed.	Critical	Select one	
Course/Class	The solution shall allow student users or their employer to flag/save courses they would like to enroll in or are interested in attending. The student user will then receive a dashboard alert and notification (based on their selected preference) when a class has been scheduled that meets their criteria.	Desirable	Select one	
Dashboard	The solution shall allow dashboards to be configurable based on a system user's role.	Critical	Select one	
Dashboard	The solution shall allow DDAP to provide announcements via running banner or other method to all system users or to specific system users, e.g., student users who are registered for a specific scheduled course.	Critical	Select one	
Dashboard	The solution shall allow system users with the Requestor role to view courses they have requested and their status. They shall be able to access each course schedule from the dashboard.	Critical	Select one	
Dashboard	The solution shall allow DDAP training staff to see when courses are pending review, when scheduled classes have low attendance, and when class attendance has not been entered.	Critical	Select one	
Dashboard	The solution shall allow DDAP fiscal staff to see when invoices are pending review.	Critical	Select one	
Evaluation	The solution shall provide a functionality to collect class evaluation data from student users with questions selected by DDAP from data tables. Evaluations shall be available to student users based on class completion confirmation.	Critical	Select one	

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Evaluation	The solution shall require student users to complete a class evaluation before a course certificate is issued.	Critical	Select one	
Evaluation	The solution shall allow class/trainer evaluations to be fully configurable by DDAP. This includes selecting specific questions to be included for specific courses. A database of questions shall be available from which to choose.	Critical	Select one	
Fiscal	The solution shall integrate with the Commonwealth's contracted merchant services provider, First Data Merchant Services.	Critical	Select one	
Fiscal	The selected offeror is responsible for all cost/development up to the point where the gateway will integrate with the hosted/non-hosted solution.	Critical	Select one	
Fiscal	The solution shall provide a functionality to collect fees and generate fiscal reports based on accounts receivable, accounts payable, and overall profit and loss. Fee collection shall be online debit/credit card via interface.	Critical	Select one	
Fiscal	The solution shall allow DDAP to create LOEs that are not tied to a course facilitation/schedule, i.e., course development work. The trainer shall have the ability to approve/reject these LOEs.	Critical	Select one	
Fiscal	The solution shall allow trainers to create/submit invoices based on LOEs that are not tied to a course facilitation/schedule. DDAP shall have the ability to review/approve/reject these invoices.	Critical	Select one	
Fiscal	The solution shall allow DDAP to search payments that have been received.	Critical	Select one	
Fiscal	The solution shall allow DDAP to issue refunds or assign payment to other fees due.	Critical	Select one	
Fiscal	The solution shall allow DDAP to capture a fiscal profile which includes a cost ceiling(dollar figure and a balance) and LOE's to date and balance of remaining funds.	Critical	Select one	
Fiscal	The solution shall provide a search functionality to determine whether a student-user has paid.	Critical	Select one	
Fiscal	The solution shall allow changes to a PO and amounts, even once an LOE has been encumbered.	Critical	Select one	
Fiscal	The solution shall allow invoices to be generated in PDF format.	Critical	Select one	
Fiscal	The solution shall provide for emails with an invoice, in conjunction with the appropriate LOE, to be sent to multiple internal and external email addresses.	Critical	Select one	
Fiscal	The solution shall provide the capability for specific DDAP roles to be able to record a payment for a system user.	Critical	Select one	
Fiscal	The solution shall provide the ability to sort/search by trainer name, funding codes, invoice amounts, state fiscal year, etc.	Critical	Select one	
Fiscal	The solution shall provide the capability to download data into PDF, Excel, etc., so that data can be manipulated.	Critical	Select one	
Venue	The solution shall have the ability for DDAP to add, edit, and approve training venues.	Critical	Select one	
Venue	Training Requestors shall have the ability to add training venues, which shall be reviewed/approved by DDAP.	Critical	Select one	

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Venue	The solution shall allow DDAP to track the number of times a training venue is used, the date/hours of use, capacity, and funds spent on a training venue.	Critical	Select one	
Venue	The solution shall use business validation rules, such as geocoding and utilizing third-party software, to validate training venue addresses.	Critical	Select one	
Venue	The solution shall allow DDAP and training requestors to search for existing training venues using one or more search criteria. If the training venue already exists, the solution shall not allow a duplicate entry to be made.	Critical	Select one	
Venue	The solution shall allow trainers and student users to input feedback or review venues used for trainings. DDAP shall be able to review feedback via a report.	Desirable	Select one	
Venue	The solution shall integrate with Google Maps to allow system users to locate the address of a training venue and get directions.	Desirable	Select one	
Other	The vendor for the solution shall provide support for system users including, system user guides for each role type, and field-specific hover help.	Critical	Select one	
Other	The solution shall allow DDAP to create pre- and post-class test that must be completed by registered student users. Pre-class test to be completed during registration, post-class test completed prior to issued certificate. DDAP shall be able to review metrics for each course by evaluating responses to individual questions and overall scores for the pre- and post-tests.	Critical	Select one	
Other	The solution shall be mobile device compatible.	Critical	Select one	
Other	The solution shall allow workflow setup and management for the request and approval of class schedules.	Critical	Select one	
Other	The solution shall allow action to be recalled before the next level in the workflow completes their task.	Critical	Select one	
Other	The solution shall provide a registration functionality where DDAP authorized users have access to create one-time learning events for which students may register without creating complete student user profiles.	Highly Desirable	Select one	
Other	The solution shall allow documents to be attached to system user records including but not limited to .pdf,.xml,.doc, image files,.	Highly Desirable	Select one	
Other	The solution shall allow DDAP to own the Merchant ID (MID) through which the electronic payments would be accepted.	Critical	Select one	
Other	The solution shall allow the electronic payments accepted through the DDAP Merchant ID (MID) to be settled/deposited directly into a commonwealth owned bank account.	Critical	Select one	
Security	The solution shall provide access based on system user-defined roles.	Critical	Select one	
Security	The solution shall provide access based on permissions using data tables	Critical	Select one	
Security	The solution shall integrate with the Commonwealth's single sign-on system known as Keystone Login.	Critical	Select one	
Security	The solution shall allow a user to be assigned multiple roles under one sign on. The user can then switch between roles once logged in.	Critical	Select one	



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Security	The solution shall allow system users to reset their own passwords using their security questions/answers. A password reset link or code shall be sent to the system user's registered email or phone number to complete password reset.	Critical	Select one	
Security	The solution shall use email and/or phone number validation for password resets. The system shall be able to send codes for system users to confirm their identity using the email and/or phone number provided in their system user profile.	Critical	Select one	
Security	The solution shall log any system changes as being done by the system user who made the change, e.g. who is logged in.	Critical	Select one	
Security	The solution shall allow DDAP system administrator to access the system audit logs.	Critical	Select one	
System Administration	The solution shall provide a functionality to post announcements, generate automatic reminders, communicate electronically with system users, and manage courses for competency-specific curricula.	Critical	Select one	
System Administration	The solution shall allow DDAP system administrators to make configuration and workflow changes directly in the web-based user interface.	Critical	Select one	
System Administration	The solution shall allow DDAP system administrators to manage Code Tables(e.g. for fields like gender, race, etc.).	Critical	Select one	
System Administration	The solution shall allow DDAP system administrators to flag email addresses as undeliverable and not send automatic emails to those addresses.	Critical	Select one	
System Administration	The solution shall allow DDAP to deactivate system user accounts.	Critical	Select one	
System Administration	The solution shall allow DDAP system administrator to purge all record types.	Critical	Select one	
System Administration	The solution shall provide for electronic communication with student users, trainers, and training requestors. This includes an AI Chatbot for basic functions, such as resetting a password or accessing certificates.	Highly Desirable	Select one	
Trainer	The solution shall allow DDAP to identify trainers via their system user profile. This shall then display additional information on the system user profile to include trainer contract information and fiscal profile. The trainer contract information and fiscal profile shall be maintained by DDAP Fiscal staff.	Critical	Select one	
System User	The solution shall provide a functionality that restricts the creation of duplicate accounts, especially when a student user changes their employer.	Critical	Select one	
System User	The solution shall allow DDAP and training requestors to search for system users based on any field in the system user profile.	Critical	Select one	
System User	The solution shall require security questions to be setup during initial account creation.	Critical	Select one	
System User	The solution shall allow for multiple addresses to be provided, i.e., work, home, etc. A minimum of one address must be provided.	Critical	Select one	

APPENDIX G Technical Requirements.xlsx

System User	The solution shall allow system users to report any ADA accommodations, including a freeform text box for the system user to specify the needed accommodation. An example shall be provided on-screen. There shall be a statement with checkbox to confirm the system user is aware they shall register at least a week prior to a scheduled course to allow time for accommodation to be made. An email shall be sent to DDAP, trainer, training requestor and the class contact when the student user registers for a scheduled course when ADA accommodations are needed.	Critical	Select one	
System User	The solution shall require system users to update their profile yearly via a system-generated prompt. If system user profile is not updated within 1 year 30 days, the solution shall deactivate the account.	Critical	Select one	
System User	The solution shall exclude deactivated accounts from all email notifications.	Critical	Select one	
System User	The solution shall provide a tutorial on how to use the site after a system user account is successfully created.	Critical	Select one	
System User	The solution shall ask system users to verify how they wish to receive notifications (via text or email). Notifications shall include reminders for a registered class, completed course evaluation and upcoming classes, etc. Notifications shall be displayed in the system user's dashboard.	Critical	Select one	
System User	The solution shall allow system users to enter more than one phone number, and indicate which is a primary contact. A mobile phone number must be provided if the system user indicates they wish to receive notifications via text message.	Critical	Select one	

**APPENDIX H**  
**SERVICE LEVEL AGREEMENTS**  
**6100050027**

<b>Performance Metric</b>	<b>Performance Target</b>	<b>Definition</b>	<b>Calculation</b>	<b>Frequency of Review</b>	<b>Service Credit</b>
Deliverables	100% of Deliverables completed on time	Deliverables completed and accepted by DDAP by the mutually agreed upon date in the approved project schedule.	Number of days past the agreed to delivery date that a deliverable is accepted.	Per Deliverable	\$500 per calendar day beginning the first day after the scheduled due date, up to 100% of the deliverable cost.
Solution Support Availability	97% availability during Core Hours	Percentage of time that support requests made via phone, chat etc. are answered by live agent during Core Hours.	Total number of calls and chats answered by a live agent / Total calls and chats.	Monthly	90% - 96.9% results in a 5% Reduction in Monthly Cost for Maintenance and Support  Below 90% results in a 7.5% Reduction in Monthly Cost for Maintenance and Support
Support Response Time	Within 30 minutes during Core Hours	Any support request not answered by a live agent (ex. phone, voicemail, email, chat, etc.) must be responded to within 30 minutes by a live agent during Core Hours	Time from problem/incident is reported until a response is received.	Monthly	1% Reduction in Monthly Cost for Maintenance and Support per problem/incident
Problem/Incident Circumvention or Resolution Time	Severity 1: 2 hours Severity 2: 24 hours Severity 3: 5 business days Severity 4: 10 business days	The time required for circumvention or resolution after a problem/incident is reported (during Core Hours).	Time from problem/incident is reported until the problem/incident is circumvented or an agreed upon solution is implemented.	Monthly	Percent of monthly System Support and Maintenance Cost for each problem/incident missed  Severity 1: 5% Severity 2: 3% Severity 3: 2% Severity 4: 1%

**APPENDIX H**  
**SERVICE LEVEL AGREEMENTS**  
**6100050027**

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Service Credit
System Availability	>=99.5% 24 hours a day 7 days a week.	The percentage of time the application is available excluding scheduled maintenance. Availability is defined by whether the application residing on any of the associated server instances is available to the system users.	$A = (T - M - D) / (T - M) \times 100\%$ A = Availability T = Total Monthly Minutes M = Approved Maintenance Time D = Downtime	Monthly	99.45% – 99.49% – credit will be 2.5% of monthly Maintenance and Support cost 99.30% - 99.44% - credit will be 5% of monthly Maintenance and Support cost <99.30% - credit will be 10% of monthly Maintenance and Support cost
Non-Degradation of Service Availability	98%	The percentage of time the application is non-degraded during Core Hours. Degradation shall mean a Service that tests as fully operational but is degraded below the baselines established during acceptance testing. This includes but is not limited to slow performance and/or intermittent system errors.	$N = (T - M - D) / (T - M) \times 100\%$ N = Non-Degradation T = Total Monthly Minutes M = Approved Maintenance Time D = Time Service is Degraded	Monthly	95.0% - 97.9% - credit will be 2.5% of monthly Maintenance and Support cost 90.0% - 94.9% - credit will be 5% of monthly Maintenance and Support cost <90% - credit will be 10% of monthly Maintenance and Support cost

**Definitions:**

“**Service Credit**” shall mean an amount equal to the pro-rata annual recurring service charges (i.e., all annual recurring charges) for one (1) day of Service.

Core Hours: Monday through Friday, 8:00 AM to 5:00 PM Eastern Time (EST or EDT as applicable), excluding Commonwealth holidays.

Severity Level 1: Critical – Cannot continue working until problem resolved

Severity Level 2: High – Can do work, but process disrupted with loss of productivity

Severity Level 3: Medium – Problem resolution can wait, but needs to be resolved as soon as possible

Severity Level 4: Low – Problem resolution can wait; no impact to productivity

ISMART RFP 6100050027  
APPENDIX I  
Glossary Abbreviations and Defined Terms

**ABBREVIATIONS/ACRONYMS**

Abbreviation/Acronym	Description
Class	A scheduled event during which training takes place
Course	The curriculum that is taught during a class
DDAP	Department of Drug and Alcohol Programs
Letter of Engagement (LOE)	A contract between DDAP and a trainer that may be for a specific training event or for course development.
Provider	Organization that employs professionals who are the student users
SCA	Single County Authority
Student User	Individual taking the class
System User	Anyone who requires access to ISMART to view or enter data. Each user is assigned a role. Roles include student user, trainer, provider, requestor, DDAP administrator, DDAP fiscal, and DDAP training team.
Trainer	An individual who teaches a class.
Training Requestor	The entity requesting a class to be held

**APPENDIX J**  
**COST MATRIX RFP 6100050027**  
**INSTRUCTIONS**

- 1.) All sheets must be filled out completely. Fill out all yellow highlighted cells on each worksheet.
- 2.) Formulas are imbedded in the Worksheets. Offeror's must verify that all calculations, subtotal costs and grand total costs are accurate.
- 4.) Deliverables Worksheet: Provide the total cost per deliverable. All other information is linked and will calculate automatically.
- 5.) Software Worksheet: Provide the requested information for all software required to operate the proposed solution. The cost of the COTS software, if any, may be included here or rolled into the M&S cost.
- 6.) M&S Worksheet: Provide the cost of maintenance and support.
- 7.) Additional Costs Worksheet: Provide detail and cost of any additional items not captured on the other worksheets to operate the proposed solution.
- 8.) Summary: All information is linked and will calculate automatically.
- 9.) Please contact the Issuing Officer, John Weikle, at [RA-GSITPROCUREMENT@PA.GOV](mailto:RA-GSITPROCUREMENT@PA.GOV) with any questions or concerns.
- 10.) Payment for services under this contract are fixed cost per unit. The volumes listed are for evaluation purposes only and will not be binding on the Commonwealth.
- 11) Any transactions associated with the acceptance of payments would be paid by the Commonwealth to the merchant services contract Electronic Payment Processing contract number 4400016084 - <http://www.emarketplace.state.pa.us/BidContractDetails.aspx?ContractNo=4400016084>



**APPENDIX J**  
**COST MATRIX RFP 6100050027**

<b>OFFEROR NAME</b>	<b>CONTACT PERSON</b>	
<b>OFFEROR ADDRESS</b>	<b>EMAIL ADDRESS</b>	
	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
	<b>VENDOR NUMBER</b>	<b>FEDERAL ID OR SSN</b>



Vendor Name	0
Vendor ID Number	0
Vendor TIN	0

**COST MATRIX VENDOR HOSTED 6100050027**

**APPENDIX J**

Task/Phase	Deliverable	Quantity	Unit Cost	Total Cost
Implementation Planning	Finalized Implementation Plan Approved by DDAP	1		\$0.00
Requirements Management	Finalized Detailed Requirements Document w/ GAP Analysis Approved by DDAP	1		\$0.00
	Requirements Traceability Matrix	1		\$0.00
Configuration of Environments	Configuration of Testing, and Production platform environments Ready for Use (RFU)	1		\$0.00
	Solution Interface and Design	1		\$0.00
	Detailed Solution and Interface Design Document Approved by DDAP	1		\$0.00
Data Conversion and Validation and Migration	Data Conversion, Validation and Migration Plan Approved by DDAP	1		\$0.00
	Final Conversion Test Results showing all Data has been successfully converted	1		\$0.00
	Final Data Conversion into the Production Environment	1		\$0.00
	Data Migration Test Results	1		\$0.00
	Final Report Showing the Successful Migration	1		\$0.00
Testing	Comprehensive Test Plan Approved by DDAP	1		\$0.00
	Test Scenarios and Scripts Approved by DDAP	1		\$0.00
	Successful System and UAT Test Results which includes the updated Traceability Matrix	1		\$0.00
Implementation	Solution Certification Sign-Off and Approved by DDAP	1		\$0.00
Training	A finalized training plan and schedule to address the needs of the project Approved by DDAP	1		\$0.00
	Training documentations for designated users geared specifically toward the solution functions of each end-user. Include the materials such as workbooks, exercise and examples as well as handouts and aides	1		\$0.00
	User training sessions	1		\$0.00
Outgoing Transition	Outgoing Transition Plan approved by DDAP	1		\$0.00
	Commonwealth Data returned and a certification that the data in the solution has been deleted or destroyed.	1		\$0.00
Total Cost				\$0.00

**APPENDIX J  
COST MATRIX RFP 6100050027**

<b>Vendor Name</b>	0
<b>Vendor ID Number</b>	0
<b>Vendor TIN</b>	0

<b>Maintenance and Support Base Years</b>		
<b>Item</b>	<b>Monthly Cost</b>	<b>Annual cost</b>
<b>Year 1</b>		<b>\$0.00</b>
<b>Year 2</b>		<b>\$0.00</b>
<b>Total Cost Base Years</b>		<b>\$0.00</b>

<b>Maintenance and Support Renewal Years</b>		
<b>Year 3</b>		<b>\$0.00</b>
<b>Year 4</b>		<b>\$0.00</b>
<b>Year 5</b>		<b>\$0.00</b>
<b>Total Cost Renewal Years</b>		<b>\$0.00</b>

**APPENDIX J  
COST MATRIX RFP 610050027**

Vendor Name	0
Vendor ID Number	0
Vendor TIN	0

Enhancements Base Years			
Item	Number of Hours	Rate Per Hour	Total Annual Cost
Year 1	200		\$ -
Year 2	200		\$ -
Total Base Years			\$ -
Enhancements Renewal Years			
Year 3	200		\$0.00
Year 4	200		\$0.00
Year 5	200		\$0.00
Total Renewal Years			\$0.00

**APPENDIX J  
COST MATRIX RFP 6100050027**

<b>Vendor Name</b>	0
<b>Vendor ID Number</b>	0
<b>Vendor TIN</b>	0

	<b>Year One</b>	<b>Year Two</b>	<b>Total Base Years</b>	<b>Option Year One</b>	<b>Option Year Two</b>	<b>Option Year Three</b>	<b>Total Renewal Years</b>
{Insert Item Description}			\$0.00				\$ -
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00

**APPENDIX J  
COST MATRIX RFP 6100050027**

Total	\$	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00
{Insert Item Description}			\$0.00				\$0.00

**APPENDIX J  
COST MATRIX RFP 6100050027**

<b>Vendor Name</b>	0
<b>Vendor ID Number</b>	0
<b>Vendor TIN</b>	0

## Cost Summary

<b>Total Cost Base Years</b>	
Total Base Deliverables Cost	-
Total Base M&S	-
Total Base Enhancements	-
Total Base Additional Costs	-
<b>Base Years Total:</b>	<b>\$ -</b>

<b>Total Cost Renewal Years</b>	
Total Renewal M & S	\$ -
Total Renewal Enhancements	\$ -
Total Renewal Additional Costs	\$ -
<b>Renewal Years Total:</b>	<b>\$ -</b>

<b>Grand Total Cost Base &amp; Renewal Years</b>	
<b>Grand Total:</b>	<b>\$ -</b>



## Event Summary - Integrated System for the Management and Administration of Requisite Training ISMART

<b>Type</b>	Request for Proposal	<b>Number</b>	6100050027
<b>Stage Title</b>	Solicitation	<b>Organization</b>	CommonwealthPA
<b>Currency</b>	US Dollar	<b>Event Status</b>	Under Evaluation
<b>Work Group</b>	IT	<b>Exported on</b>	7/23/2021
<b>Exported by</b>	Michael Gress	<b>Estimated Value</b>	-
<b>Payment Terms</b>	-		

### Bid and Evaluation

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

### Visibility and Communication

**Visible to Public** Yes


**Enter a short description for this public event**

*Integrated System for the Management and Administration of Requisite Training (ISMART)*

### Commodity Codes

<b>Commodity Code</b>	<b>Description</b>
81110000	Computer services
43200000	Components for information technology or broadcasting or telecommunications
43230000	Software

### Event Dates

<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	1/13/2021 1:00 PM EST
<b>Close</b>	2/25/2021 1:00 PM EST
<b>Sealed Until</b>	2/25/2021 1:01 PM
	 Show Sealed Bid Open Date to Supplier
<b>Q&amp;A Close</b>	1/29/2021 11:00 AM EST



## Description

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**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 Department of Drug and Alcohol Programs (DDAP) needs a solution that shall provide an integrated web-based system for managing all aspects of its robust training program for professionals in the field of gambling and substance use disorder. This includes academic, fiscal, and administrative components accessed by a diverse blend of end users and DDAP staff. The solution must be mobile-friendly and comply with Commonwealth single sign-on while presenting a look and feel consistent with DDAP’s branding.

**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 and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.

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

**SDB - 14%**

**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 - **Skype Meeting, 9:30AM ET Thursday, January 21, 2021**

An RSVP to the SDB and VBE Goal Information Session is due via email to: John Weikle [jweikle@pa.gov](mailto:jweikle@pa.gov) **Tuesday, January 19, 2021 3:00 PM ET**

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

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

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

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

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

**13. Proposal Submission:** To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions along with any additional Mandatory Responsiveness requirements as set forth in the Mandatory Responsive Requirements section, which are the only RFP requirements that the Commonwealth will consider to be not waivable. Clicking the submit button within this site constitutes an electronic signature. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the

nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

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

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

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

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

**17. 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.

**18. Prime Contractor Responsibilities.** The selected Offeror must perform **at least 50% of the total contract value**. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

**19. 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).

**20. 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.

**21. 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.

**22. Term of Contract.** The term of the contract will commence on the Effective Date and will end in **two (2) years after the Effective Date**. The Commonwealth may renew the contract for and additional **three (3) years**. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contract. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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: Qualifications Requirements, and Soundness of Approach. 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](#)

**29. 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](#).

**30. 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

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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

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ISMART RFP 6100050027 - Technical Submittal.docx	ISMART RFP 6100050027 - Technical Submittal.docx	../Attachments/ISMART RFP 6100050027 - Technical Submittal.docx
IT_Terms_and_Conditions.docx	IT_Terms_and_Conditions.docx	../Attachments/IT_Terms_and_Conditions.docx
APPENDIX A, Current State.pdf	APPENDIX A Current State.pdf	../Attachments/APPENDIX A Current State.pdf
APPENDIX B, Project References.doc	APPENDIX B Project References.doc	../Attachments/APPENDIX B Project References.doc
APPENDIX C, Personnel Experience by Position.doc	APPENDIX C Personnel Experience by Position.doc	../Attachments/APPENDIX C Personnel Experience by Position.doc
APPENDIX D, Requirements for Non-Commonwealth Hosted Applications.Services.pdf	APPENDIX D Requirements for Non-Commonwealth Hosted Applications.Services.pdf	../Attachments/APPENDIX D Requirements for Non-Commonwealth Hosted Applications.Services.pdf
APPENDIX E, Cloud Services Requirements .docx	APPENDIX E Cloud Services Requirements .docx	../Attachments/APPENDIX E Cloud Services Requirements .docx
APPENDIX F, Customer Service Transformation Principles.pdf	APPENDIX F Customer Service Transformation Principles.pdf	../Attachments/APPENDIX F Customer Service Transformation Principles.pdf
APPENDIX G, Technical Requirements.xlsx	APPENDIX G Technical Requirements.xlsx	../Attachments/APPENDIX G Technical Requirements.xlsx
APPENDIX H, Service Level Agreements.docx	APPENDIX H Service Level Agreements.docx	../Attachments/APPENDIX H Service Level Agreements.docx
APPENDIX I, Glossary Abbreviations and Defined Terms.pdf	APPENDIX I Glossary Abbreviations and Defined Terms.pdf	../Attachments/APPENDIX I Glossary Abbreviations and Defined Terms.pdf
APPENDIX J Cost Matrix.xlsx	APPENDIX J Cost Matrix.xlsx	../Attachments/APPENDIX J Cost Matrix.xlsx

## Questions

★ Supplier Response Is Required

### RFP Questions

#### Group 1.1: Technical Questions

- |        |  |   |
|--------|--|---|
| 1.1.1  | Please download, complete, and upload the attached Technical Submittal from Buyer Attachments.<br>File Upload  | ★ |
| 1.1.2  | If submitting a redlined version of the Terms and Conditions, please download, complete, and upload the IT Terms and Conditions from Buyer Attachments.<br>File Upload   |   |
| 1.1.3  | Please download, complete, and upload the Appendix B, Project References from Buyer Attachments.<br>File Upload  | ★ |
| 1.1.4  | Please download, complete, and upload the Appendix C, Personnel Experience by Key Position from Buyer Attachments.<br>File Upload  | ★ |
| 1.1.5  | If submitting a redlined version of the Non-Commonwealth hosting terms, please download, complete, and upload the Appendix D, Requirements for Non-Commonwealth Hosted Applications.Services from Buyer Attachments.<br>File Upload  |   |
| 1.1.6  | Please download, complete, and upload the Appendix E, Cloud Services Requirements from Buyer Attachments<br>File Upload  | ★ |
| 1.1.7  | Please download, complete, and upload the Appendix G, Technical Requirements from Buyer Attachments.<br>File Upload  | ★ |
| 1.1.8  | If submitting a redlined version of the service level agreements, please download, complete, and upload the Appendix H, Service Level Agreements from Buyer Attachments.<br>File Upload  |   |
| 1.1.9  | Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.<br>File Upload   |   |
| 1.1.10 | I have read and fully understand the attached Performance Standards for which I am proposing, as described in Appendix H, Service Level Agreements.<br>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 <a href="https://www.oa.pa.gov/Policies/Pages/itp.aspx">https://www.oa.pa.gov/Policies/Pages/itp.aspx</a> . 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.<br>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](http://www.oa.pa.gov/Policies/eo/Documents/2016_03.pdf) for additional information.

File Upload

### Group 1.2: Small Diverse Business Participation

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- 1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document ★  
Yes/No
- 1.2.2 Please download, complete, and upload the attached Small Diverse Business Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★  
File Upload
- 1.2.3 Attached is a Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement. ★  
File Upload
- 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

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- 1.3.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★  
Yes/No
- 1.3.2 Please download, complete and upload the attached Veteran Business Participation Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★  
File Upload
- 1.3.3 Attached is s a Model Form of Small Divers/Veteran Enterprise Sub contractor Agreement. ★  
File Upload
- 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

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- 1.4.1 Please download Appendix J, Cost Matrix from the buyer attachments section, complete in the format provided, and upload here. 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

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- 2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★  
File Upload
- 2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★  
File Upload

- 2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★  
File Upload
- 2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload
- 2.1.5 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★  
File Upload

**Group 2.2: Terms and Conditions**

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- 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**

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- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★  
Yes/No
- 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

## Event Summary - Integrated System for the Management and Administration of Requisite Training ISMART

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<b>Supplier:</b>	Public Advertising Supplier	<b>Type</b>	Request for Proposal
<b>Number</b>	6100050027	<b>Stage Title</b>	Solicitation
<b>Organization</b>	CommonwealthPA	<b>Currency</b>	US Dollar
<b>Exported on</b>	7/23/2021	<b>Exported by</b>	Complex Procurement
<b>Payment Terms</b>	-	<b>Sealed Bid</b>	Yes
<b>Intend to Bid</b>	No	<b>Bid Total</b>	0.00 USD

### Event Dates

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<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	1/13/2021 1:00 PM EST
<b>Close</b>	2/25/2021 1:00 PM EST
<b>Sealed Bid</b>	2/25/2021 1:01 PM
<b>Question Submission Close</b>	1/29/2021 11:00 AM EST

## Q&A Board

<b>Subject = Technical Submittal VI.D. Integrations, pg. 10</b>		<b>Public Thread</b>
Q: If the archivable data is intended to be separate from the LMS, is there a preferred or target platform for archived data? (e.g. Azure, AWS, etc.)	Question added by: John Weikle	2/9/2021 10:34 AM EST
A: DDAP will need online real-time, searchable access to the archived data.	Answered by: John Weikle	2/9/2021 10:34 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 10</b>		<b>Public Thread</b>
Q: If the archivable data is intended to be separate from the LMS, will the archivable storage require direct integration with the target LMS?	Question added by: John Weikle	2/9/2021 10:33 AM EST
A: DDAP will need online real-time, searchable access to the archived data	Answered by: John Weikle	2/9/2021 10:33 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 10</b>		<b>Public Thread</b>
Q: Is the archivable intended to be separate from the LMS?	Question added by: John Weikle	2/9/2021 10:31 AM EST
A: DDAP will need online real-time, searchable access to the archived data and is open to recommendations by the vendor.	Answered by: John Weikle	2/9/2021 10:31 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 9</b>		<b>Public Thread</b>
Q: If you require SSO, what is your SSO protocol?	Question added by: John Weikle	2/9/2021 10:28 AM EST
A: Please refer to Appendix F, Customer Service Transformation Principles.	Answered by: John Weikle	2/9/2021 10:28 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 9</b>		<b>Public Thread</b>
Q: Will you require Single Sign On (SSO) to be implemented to allow users to log into the LMS from your network without having to enter their credentials?	Question added by: John Weikle	2/9/2021 10:27 AM EST
A: Yes.	Answered by: John Weikle	2/9/2021 10:27 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 9</b>		<b>Public Thread</b>
Q: Do you want completions for external courses to be tracked in the LMS?	Question added by: John Weikle	2/9/2021 10:26 AM EST
A: No.	Answered by: John Weikle	2/9/2021 10:26 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 9</b>		<b>Public Thread</b>
Q: What, if any, external content providers that you need to integrate with the LMS (Skillssoft, LinkedIn, etc.)?	Question added by: John Weikle	2/9/2021 10:25 AM EST
A: There are no external content providers.	Answered by: John Weikle	2/9/2021 10:25 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 9</b>		<b>Public Thread</b>
Q: Approximately how many transcript/completion records to-date do you have?	Question added by: John Weikle	2/9/2021 10:24 AM EST
A: TMS contains approximately 42,000 certificate records. TRAIN PA contains approximately 4,500.	Answered by: John Weikle	2/9/2021 10:24 AM EST
<b>Subject = Technical Submittal VI.D. Integrations, pg. 9</b>		<b>Public Thread</b>
Q: From which systems would you like to load transcript/completion training data?	Question added by: John Weikle	2/9/2021 10:23 AM EST
A: Transcript/completion training data will be pulled from the Training Management System (TMS) and from TRAIN PA. Provided the new LMS can house the on-demand modules (as outlined in the technical requirements), there is no need for ongoing data loads.	Answered by: John Weikle	2/9/2021 10:23 AM EST



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**Subject = Technical Submittal VI.D. Integrations, pg. 9****Public Thread**

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Q: Does data that might come from other systems need to be fed into the LMS or be manually created by administrators?

Question added by: John Weikle

2/9/2021 10:21 AM EST

A: An initial one-time load of user data into the LMS will be required from TMS and from TRAIN PA. An initial one-time load of certification completion data into the LMS will be required from TMS and from TRAIN PA. Provided the new LMS can house the on-demand modules (as outlined in the technical requirements), there is no need for ongoing data loads.

Answered by: John Weikle

2/9/2021 10:21 AM EST

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**Subject = Technical Submittal VI.D. Integrations, pg. 9****Public Thread**

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Q: Do you have any users whose data will come from other systems (contractors, external users, etc.)?

Question added by: John Weikle

2/9/2021 10:19 AM EST

A: User data will be pulled from the Training Management System (TMS) and from TRAIN PA.

Answered by: John Weikle

2/9/2021 10:19 AM EST

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**Subject = Technical Submittal VI.D. Integrations, pg. 9****Public Thread**

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Q: Does the HRIS and/or other systems you will be pulling user data from capture supervisor relationships?

Question added by: John Weikle

2/9/2021 10:18 AM EST

A: Supervisor relationships are not currently captured, but this is desirable in ISMART in order for supervisors to assign and track employee course completion. Supervisors in the system can search employees of the same agency and designate them supervisee.

Answered by: John Weikle

2/9/2021 10:18 AM EST

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**Subject = Technical Submittal VI.D. Integrations, pg. 9****Public Thread**

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Q: Which HRIS and/or other systems will you be pulling user data from to load user accounts into the LMS?

Question added by: John Weikle

2/9/2021 10:15 AM EST

A: User data will be pulled from the Training Management System (TMS) and from TRAIN PA with the expectation of an initial automated load into the new LMS. Ongoing loads are not needed. No other HR file management system is used.

Answered by: John Weikle

2/9/2021 10:15 AM EST

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**Subject = Appendix G – System Administration****Public Thread**

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Q: The Technical Submittal states: "The solution shall allow DDAP system administrator to purge all record types." Will there need to be tracking for system administrator actions like "delete"/an audit trail?

Question added by: Anonymous

1/28/2021 12:31 PM EST

A: The desire is to have the ability to delete records only accessible by a system administrator. There should be some audit trail or way to track those actions.

Answered by: John Weikle

2/4/2021 2:52 PM EST

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**Subject = Appendix G – System Administration****Public Thread**

---

Q: The Technical Submittal states: "The solution shall allow DDAP system administrator to purge all record types." Does this mean that system administrators should be allowed to "delete" records?

Question added by: Anonymous

1/28/2021 12:30 PM EST

A: The desire is to have the ability to delete records only accessible by a system administrator. There should be some audit trail or way to track those actions.

Answered by: John Weikle

2/4/2021 2:51 PM EST

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**Subject = Appendix G – Course/Class****Public Thread**

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Q: The Technical Submittal states: "The solution shall allow courses and classes to be approved in a workflow." Are there additional steps in the workflow not mentioned here?

Question added by: Anonymous

1/28/2021 12:29 PM EST

A: These are separate workflows with separate results. Course approval is separate from class approval. "Course approval" is entering a new course in the catalog, and only have approve or deny for new or for edits to a course. While "Class approval" is requestor selects course from catalog, completes request form, training coordinator approval-LOE generation/deny/return for changes, training chief final approval/deny/ return for changes. Final approval results in scheduled class/LOE issued to trainer.

Answered by: John Weikle

2/4/2021 2:50 PM EST

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**Subject = Appendix G – Course/Class****Public Thread**

Q: The Technical Submittal states: "The solution shall allow courses and classes to be approved in a workflow." Is the workflow setting statuses of approved and canceled?

Question added by: Anonymous

1/28/2021 12:29 PM EST

A: These are separate workflows with separate results. Course approval is separate from class approval. "Course approval" is entering a new course in the catalog, and only have approve or deny for new or for edits to a course. While "Class approval" is requestor selects course from catalog, completes request form, training coordinator approval-LOE generation/deny/return for changes, training chief final approval/deny/ return for changes. Final approval results in scheduled class/LOE issued to trainer.

Answered by: John Weikle

2/4/2021 2:48 PM EST

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**Subject = Appendix G – Course/Class****Public Thread**

Q: The Technical Submittal states: "The solution shall allow courses and classes to be approved in a workflow." What is included in this workflow?

Question added by: Anonymous

1/28/2021 12:28 PM EST

A: These are separate workflows with separate results. Course approval is separate from class approval. "Course approval" is entering a new course in the catalog, and only have approve or deny for new or for edits to a course. While "Class approval" is requestor selects course from catalog, completes request form, training coordinator approval-LOE generation/deny/return for changes, training chief final approval/deny/ return for changes. Final approval results in scheduled class/LOE issued to trainer.

Answered by: John Weikle

2/4/2021 2:46 PM EST

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**Subject = Appendix G – Course/Class****Public Thread**

Q: The Technical Submittal states: "The solution shall allow courses to have assignable course tracks." Does this refer to curriculums or does this refer to a training path (the order in which a learner completes courses)?

Question added by: Anonymous

1/28/2021 12:26 PM EST

A: An example would be an employer with a system role allowing them to assign courses to their employees. Does not have to be in order, i.e., barring the employee from registering/ completing course B before registering/completing course A. This does not mean the supervisor schedules a class or registers an employee for a class.

Answered by: John Weikle

2/4/2021 2:44 PM EST

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**Subject = Appendix G – Course/Class****Public Thread**

Q: The Technical Submittal states: "The solution shall allow courses to have assignable course tracks." What are "assignable course tracks"?

Question added by: Anonymous

1/28/2021 12:25 PM EST

A: An example would be an employer with a system role allowing them to assign courses to their employees. Does not have to be in order, i.e., barring the employee from registering/ completing course B before registering/completing course A. This does not mean the supervisor schedules a class or registers an employee for a class.

Answered by: John Weikle

2/4/2021 2:43 PM EST

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**Subject = Appendix G – Course/Class****Public Thread**

Q: Is there a workflow for approving prerequisites?

Question added by: Anonymous

1/28/2021 12:24 PM EST

A: Yes. Example – ‘Prevention 101 part 1 and 2’. So long as a student user’s part 1 registration date is set before the date of the part 2 registration, registration for part 2 is allowed. If the student does not complete Part 1 once registered, (see attendance/class completion requirement), the system shall alert the student and course administrators/ automatically cancel registration for Part 2. Student user must start over again to find a subsequent opportunity to register for parts 1 and 2.

Answered by: John Weikle

2/4/2021 2:41 PM EST

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**Subject = Appendix G – Course/Class**

**Public Thread**

Q: The Technical Submittal states: “The solution shall provide a functionality to ensure that course prerequisites are met prior to the student user’s attendance of the course for which the student user is currently registering.” Please provide examples of what a prerequisite might be such as completion of another course or documentation that must be submitted and approved?

Question added by: Anonymous

1/28/2021 12:23 PM EST

A: Example – ‘Prevention 101 part 1 and 2’. So long as a student user’s part 1 registration date is set before the date of the part 2 registration, registration for part 2 is allowed. If the student does not complete Part 1 once registered, (see attendance/class completion requirement), the system shall alert the student and course administrators/ automatically cancel registration for Part 2. Student user must start over again to find a subsequent opportunity to register for parts 1 and 2.

Answered by: John Weikle

2/4/2021 2:39 PM EST

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**Subject = Appendix G – Course/Class**

**Public Thread**

Q: The Technical Submittal states: “The solution shall provide a functionality to host on-demand classes (SCORM compliant) and live, online classes (integrating with Adobe Connect and Adobe Captivate).” Is the level of integration with Adobe Connect a link to the live webinar class or is the expectation that the learner will login the system and see the Adobe Connect session within the system (embedded)?

Question added by: Anonymous

1/28/2021 12:19 PM EST

A: DDAP is open to either solution. It is desirable to be compatible with other virtual platforms as well, i.e., Zoom, Moodle, etc.

Answered by: John Weikle

2/4/2021 2:38 PM EST

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**Subject = Appendix G – Attendance – Waiting List**

**Public Thread**

Q:  The Technical Submittal states: If a seat opens for a class with a waiting list, a notification will be sent to the first student user on the list offering them the seat. Does the first student on the waitlist have a limited amount of time to accept the offer of the seat and if the student answers No, will the system need to contact the next person on the list?

Question added by: Anonymous

1/28/2021 12:16 PM EST

A: This is listed as a ‘desirable’ requirement and not a must-have. The first individual would have a limited amount of time to respond, after which a notification would be sent to the second person on the waiting list and so on. DDAP will also accept notification of a seat opening being sent to everyone on the wait list with a disclaimer regarding first come, first served.

Answered by: John Weikle

2/4/2021 2:38 PM EST

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**Subject = Appendix G – Attendance – Waiting List**

**Public Thread**

Q: The Technical Submittal states: If a seat opens for a class with a waiting list, a notification will be sent to the first student user on the list offering them the seat. What are the expectations after this notification is sent?

Question added by: Anonymous

1/28/2021 12:14 PM EST

A: This is listed as a 'desirable' requirement and not a must-have. The first individual would have a limited amount of time to respond, after which a notification would be sent to the second person on the waiting list and so on. DDAP will also accept notification of a seat opening being sent to everyone on the wait list with a disclaimer regarding first come, first served.

Answered by: John Weikle

2/4/2021 2:36 PM EST

---

**Subject = Appendix G – Attendance – Waiting List**

**Public Thread**

Q: Is there a designated workflow for the waitlist?

Question added by: Anonymous

1/28/2021 12:11 PM EST

A: Yes This is listed as a 'desirable' requirement and not a must-have. The first individual would have a limited amount of time to respond, after which a notification would be sent to the second person on the waiting list and so on. DDAP will also accept notification of a seat opening being sent to everyone on the wait list with a disclaimer regarding first come, first served.

Answered by: John Weikle

2/4/2021 2:35 PM EST

---

**Subject = Existing data for migration**

**Public Thread**

Q: If exports, how often can we receive/request exports (for data migration analysis, planning, development, and implementation)?

Question added by: Anonymous

1/28/2021 12:10 PM EST

A: The number of migration files to be provided can be negotiated during the planning phase. We anticipate at least three and no more than five.

Answered by: John Weikle

2/4/2021 2:34 PM EST

---

**Subject = Existing data for migration**

**Public Thread**

Q: Will the data come as an export?

Question added by: Anonymous

1/28/2021 12:09 PM EST

A: Migration data will be provided to the offeror via export files generated by the Commonwealth.

Answered by: John Weikle

2/4/2021 2:34 PM EST

---

**Subject = Existing data for migration**

**Public Thread**

Q: Will the vendor have access to the existing database?

Question added by: Anonymous

1/28/2021 12:09 PM EST

A: Access will not be provided to existing internal systems.

Answered by: John Weikle

2/4/2021 2:33 PM EST

---

**Subject = Existing data for migration**

**Public Thread**

Q: What is the data in the form of in the current system SQL? Non – SQL?

Question added by: Anonymous

1/28/2021 12:08 PM EST

A: The current Training Management System (TMS) utilizes SQL server as the backend. TRAIN PA also uses an SQL backend database.

Answered by: John Weikle

2/4/2021 2:32 PM EST

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**Subject = Technical Submittal, VI-F-Testing, Page 11**

**Public Thread**

Q: Does DDAP have testing tools in house or will the offeror be required to bring these? If using our tool, will DDAP require access to the test management tool?

Question added by: Anonymous

1/27/2021 12:38 PM EST

A: The offeror shall use their own test management tools. Access to and utilization of the tools by DDAP and COPA-IT (Commonwealth of PA IT) project staff is requested.

Answered by: John Weikle

2/4/2021 2:31 PM EST

---

**Subject = Technical Submittal, V-L-Reporting, Page 7**

**Public Thread**

Q: Is it expected that DDAP will have access to the reporting platform for ad-hoc reports, etc? If so, how many DDAP users would required access?

Question added by: Anonymous

1/27/2021 12:30 PM EST

A: Yes, the solution must have a platform for Ad-Hoc reporting capabilities. All users (requestors, student users, administrators and fiscal staff) shall have access to role-appropriate data via ad hoc reporting.

Answered by: John Weikle

2/4/2021 2:30 PM EST

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**Subject = Technical Submittal, V-H-Document Mgmt, Pg. 6**

**Public Thread**

Q: Is there a current document management platform to store the required documents?  
 Question added by: Anonymous 1/27/2021 12:29 PM EST

A: DDAP uses SharePoint for document management. A defined space within that site will be afforded for this project.  
 Answered by: John Weikle 2/4/2021 2:28 PM EST

**Subject = Tech Submittal, V0D-Solution Support, 3. Incident Public Thread**

Q: Page 5: Is the offereror expected to provide the Incident Management platform and will DDAP expect/require access to it?  
 Question added by: Anonymous 1/27/2021 12:28 PM EST

A: Yes, the offeror shall provide the Incident Management platform. DDAP should have query/read access to the incident data.  
 Answered by: John Weikle 2/4/2021 2:27 PM EST

**Subject = Technical Submittal, V-C - Personnel (C.a.v), Pg 2 Public Thread**

Q: The section calls for a minimum of a Business Relationship manager but sub-section V asks for "shall transition at least one business person and one technical person with experience on the Pennsylvania implementation to the support team (at least 80% of their time) for a minimum of six (6) months to facilitate knowledge transfer to the remaining support team members." Is there a requirement for 2 additional key personnel?  
 Question added by: Anonymous 1/27/2021 12:12 PM EST

A: There is not a requirement for additional key personnel. The Business Relationship Manager and/or other Offeror staff shall meet the requirements outlined in Section C. Personnel subsection v.  
 Answered by: John Weikle 2/9/2021 10:13 AM EST

**Subject = Technical Submittal, VI-E - Data Conversion, Valid Public Thread**

Q: Page 10: Approximately, what is the volume of data that will need to be migrated?  
 Question added by: Anonymous 1/27/2021 12:11 PM EST

A: Approximately 15,500 users, 46,500 certification/course completion records, and 75 learning objects.  
 Answered by: John Weikle 2/4/2021 2:25 PM EST

**Subject = Technical Submittal, Section VI.E., Page 10 Public Thread**

Q: "Per the RFP (Section E), it states ""A formal system to track, document, and manage conversion issues"" - Is there a platform PA DDAP uses today and will provide? E.g. JIRA? Or is a PA DDAP looking for a recommendation?"  
 Question added by: Anonymous 1/27/2021 12:10 PM EST

A: The offeror shall use their own tracking system for operational purposes. Limited access for select Commonwealth roles is requested for tracking purposes.  
 Answered by: John Weikle 2/4/2021 2:25 PM EST

**Subject = Technical Submittal, Section VI.E., Page 10 Public Thread**

Q: "Is the archivable intended to be separate from the LMS? a. If so, will the archival storage require direct integration with the target LMS? b. If separate Is there a preferred or target platform for archived data? (e.g. Azure, AWS, etc...) • Which cloud provider does PA DDAP use today? (assumption: we will use existing CSP verse proposing a new CSP)"  
 Question added by: Anonymous 1/27/2021 12:08 PM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.  
 Answered by: John Weikle 1/28/2021 9:41 AM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9 Public Thread**

Q: Which LMS product are you currently using?  
 Question added by: Anonymous 1/27/2021 12:06 PM EST

A: The current Training Management System (TMS) is a legacy application developed and maintained internally.  
 Answered by: John Weikle 2/4/2021 2:22 PM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: "Will you require Single Sign On (SSO) to be implemented to allow users to log into the LMS from your network without having to enter their credentials? - Is your SSO protocol AES Encrypted SSO, SAML 1.1 or SAML 2.0? If not, what is it?"

Question added by: Anonymous

1/27/2021 12:05 PM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:40 AM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: Would you like to integrate any virtual instructor-led training (vILT) providers with the LMS? Please specify which one(s). Ex. WebEx, GoToMeeting, Adobe Connect.

Question added by: Anonymous

1/27/2021 12:05 PM EST

A: Yes. DDAP would like the LMS to integrate with Adobe Connect, Adobe Captivate, Zoom, and Moodle.

Answered by: John Weikle

2/4/2021 2:21 PM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: Do you have any external content providers that you need to integrate with the LMS (Skillsoft, LinkedIn, etc.)? If so, which ones? Do you want completions for those external courses to be tracked in the LMS?

Question added by: Anonymous

1/27/2021 12:04 PM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:39 AM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: Please describe any outbound data feed or integration requirements you have to export data from the LMS into other external systems. Include the type of data (specific fields, if possible), destination system, frequency, etc.

Question added by: Anonymous

1/27/2021 12:03 PM EST

A: A real-time interface to an online debit/credit card vendor (Payeezy) is required.

Answered by: John Weikle

2/4/2021 2:20 PM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: From which systems would you like to load transcript/completion training data? Approximately how many records to-date will each have?

Question added by: Anonymous

1/27/2021 12:02 PM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:39 AM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: Approximately how many learning objects (web based training, ILT, vILT, documents) will you be migrating/loading to the new LMS for go-live?

Question added by: Anonymous

1/27/2021 12:01 PM EST

A: Approximately 75.

Answered by: John Weikle

2/4/2021 2:20 PM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: Will your company require differentiated branding within the LMS based on an user data, e.g. different Welcome Page designs per org unit/audience, customized login pages? If so, how many?

Question added by: Anonymous

1/27/2021 12:01 PM EST

A: No differentiated branding is required

Answered by: John Weikle

2/4/2021 2:19 PM EST

**Subject = Technical Submittal, VI.D. Integrations, Page 9****Public Thread**

Q: How frequently would you like to update user data in the LMS? (Daily via an inbound data feed, real time via web services/API, or ad-hoc manually) Question added by: Anonymous 1/27/2021 12:00 PM EST

A: User data will be updated manually on an ad hoc basis by the user. No ongoing data feed is needed. Answered by: John Weikle 2/4/2021 2:18 PM EST

---

**Subject = Technical Submittal, VI.D. Integrations, Page 9** **Public Thread**

Q: How many active and inactive users do you plan to load into the LMS from each system? Question added by: Anonymous 1/27/2021 12:00 PM EST

A: Approximately 15,500 users in total should be included in the initial automated load to the LMS. Answered by: John Weikle 2/4/2021 2:17 PM EST

---

**Subject = Technical Submittal, VI.D. Integrations, Page 9** **Public Thread**

Q: Will you allow users to self-register for an account? Explain the scenarios. Question added by: Anonymous 1/27/2021 11:29 AM EST

A: Users will be permitted to self-register for a new user account. No approval process is necessary. Answered by: John Weikle 2/4/2021 2:16 PM EST

---

**Subject = Technical Submittal, VI.D. Integrations, Page 9** **Public Thread**

Q: Do you have any users whose data will come from other systems (contractors, external users, etc.)? Will this data need to be fed into the LMS or be manually created by administrators? Question added by: Anonymous 1/27/2021 11:29 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format. Answered by: John Weikle 1/28/2021 9:38 AM EST

---

**Subject = Technical Submittal, VI.D. Integrations, Page 9** **Public Thread**

Q: Which HRIS and/or other systems will you be pulling user data from to load user accounts into the LMS? Does it capture supervisor relationships? Question added by: Anonymous 1/27/2021 11:28 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format. Answered by: John Weikle 1/28/2021 9:37 AM EST

---

**Subject = Technical Submittal, Training Section, Page 13** **Public Thread**

Q: Approximately how many users do the facility administrators comprise? Question added by: Anonymous 1/27/2021 11:25 AM EST

A: Approximately 2,000. Answered by: John Weikle 2/4/2021 2:15 PM EST

---

**Subject = Technical Submittal, Training Section, Page 13** **Public Thread**

Q: Approximately how many users do the 47 single county authorities comprise? Question added by: Anonymous 1/27/2021 11:23 AM EST

A: 47 -- generally, each SCA has one training requestor. Answered by: John Weikle 2/4/2021 2:15 PM EST

---

**Subject = Technical Submittal, Training Section, Page 13** **Public Thread**

Q: Can DDAP confirm if in-person training is requested only for certain user groups (e.g., system administrators), or possibly for the full training audience? Question added by: Anonymous 1/27/2021 11:23 AM EST

A: In person training is only required for DDAP administrators. Online system user guides are required for each user role type. Answered by: John Weikle 2/4/2021 2:13 PM EST

---

**Subject = Technical Submittal, Training Section, Page 13** **Public Thread**

Q: Does DDAP have a preferred content authoring solution(s) to build (virtual) classroom or eLearning courses? Question added by: Anonymous 1/27/2021 11:21 AM EST

A: DDAP currently uses Adobe Connect and Adobe Captivate. DDAP is also open to other vendor recommendations.

Answered by: John Weikle

2/4/2021 2:12 PM EST

---

**Subject = Response Deadline****Public Thread**

Q: Can the response deadline be extended to allow more time for partner coordination?

Question added by: Anonymous

1/27/2021 11:19 AM EST

A: DDAP will agree to a maximum of two additional weeks for vendors to submit proposals.

Answered by: John Weikle

2/4/2021 2:11 PM EST

---

**Subject = Proposal Due Date****Public Thread**

Q: Is it possible to provide an additional week to the proposal due date?

Question added by: Anonymous

1/27/2021 10:27 AM EST

A: DDAP will agree to a maximum of two additional weeks for vendors to submit proposals.

Answered by: John Weikle

2/4/2021 2:09 PM EST

---

**Subject = Appendix G – System Administration****Public Thread**

Q: "The solution shall allow DDAP system administrator to purge all record types." Does this mean that system administrators should be allowed to "delete" records? Will there need to be tracking for system administrator actions like "delete"/an audit trail?

Question added by: Anonymous

1/27/2021 10:25 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:36 AM EST

---

**Subject = Appendix G – Course/Class****Public Thread**

Q: "The solution shall allow courses and classes to be approved in a workflow." What is included in this workflow? Is the workflow setting statuses of approved and canceled? Are there additional steps in the workflow not mentioned here?

Question added by: Anonymous

1/27/2021 10:25 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:36 AM EST

---

**Subject = Appendix G – Course/Class****Public Thread**

Q: "The solution shall allow courses to have assignable course tracks." What are "assignable course tracks"? Does this refer to curriculums? Does this refer to a training path (the order in which a learner completes courses)?

Question added by: Anonymous

1/27/2021 10:23 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:35 AM EST

---

**Subject = Appendix G – Course/Class****Public Thread**

Q: "The solution shall provide a functionality to ensure that course prerequisites are met prior to the student user's attendance of the course for which the student user is currently registering." Please provide examples of what a prerequisite might be. Completion of another course? Documentation that must be submitted and approved? Is there a workflow for approving prerequisites?

Question added by: Anonymous

1/27/2021 10:19 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:34 AM EST

---

**Subject = Appendix G – Course/Class****Public Thread**



Q: "The solution shall provide a functionality to host on-demand classes (SCORM compliant) and live, online classes (integrating with Adobe Connect and Adobe Captivate)." What is the level of integration with Adobe Connect? Adobe Connect links for live webinar class? Or is the expectation that the learner will login the system and see the Adobe Connect session within the system (embedded)?

Question added by: Anonymous

1/27/2021 10:12 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:33 AM EST

---

### **Subject = Appendix G – Attendance – Waiting List**

### **Public Thread**

Q: Is there a designated workflow for the waitlist mentioned below? If a seat opens for a class with a waiting list, a notification will be sent to the first student user on the list offering them the seat. What are the expectations after this notification is sent? Does the first student on the waitlist have a limited amount of time to accept the offer of the seat? (Yes/No)? If the student answers No, will the system need to contact the next person on the list?

Question added by: Anonymous

1/27/2021 10:10 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:32 AM EST

---

### **Subject = Existing data for migration**

### **Public Thread**

Q: What is the data in the form of in the current system SQL? Non – SQL? Will the vendor have access to the existing database? Will the data come as an export? If exports, how often can we receive/request exports (for data migration analysis, planning, development, and implementation)?

Question added by: Anonymous

1/27/2021 9:58 AM EST

A: Per Description. #10 Questions and Answers section in JAGGAER, Request offeror to resubmit only original questions and resubmit each question into a single question format.

Answered by: John Weikle

1/28/2021 9:30 AM EST

---

### **Subject = Business Relationship Manager**

### **Public Thread**

Q: Can you clarify the timeframe described as "implementation" when the Business Relationship Manager is expected to be dedicated to the project 100% of the time?

Question added by: Anonymous

1/27/2021 9:56 AM EST

A: The Account Manager should be dedicated full-time to the project from the point of contract signing/kickoff of the project through implementation to production.

Answered by: John Weikle

2/4/2021 1:43 PM EST



# Integrated System for the Management and Administration of Requisite Training (ISMA<sup>RT</sup>)

THE DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS  
(DDAP)

RFP 6100050027

Technical Submittal

February 24, 2021

PREPARED BY

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## I. OBJECTIVES

The Department of Drug and Alcohol Programs (DDAP) needs a solution that shall provide an integrated web-based system for managing all aspects of its robust training program for professionals in the field of gambling and substance use disorder. This includes academic, fiscal, and administrative components accessed by a diverse blend of end-users and DDAP staff. The solution must be mobile-friendly and comply with Commonwealth single sign-on while presenting a look and feel consistent with DDAP's branding. Not all the above functionality currently exists. Those components currently in existence are not integrated and occur with varying degrees of sophistication. A legacy system houses a training management component; it requires manual intervention at various steps, does not have the number of roles required, and is not mobile-friendly. Other information is maintained on separate spreadsheets and other files, which must be manually reconciled. End-users consist of more than 14,000 students, approximately 30 faculty, 47 Single County Authorities, and other intermediaries who request training events, facility administrators, and about a dozen DDAP fiscal, training, and administrative staff. There are about 100 training courses currently available.

## II. STATEMENT OF THE PROJECT

Based on the RFP, we understand that DDAP is seeking a robust learning management system (LMS) to provide training programs for professionals in the field of gambling and substance use disorder. DDAP is not only looking for a solution that will manage training but also software that will aid in managing the financial components associated with their training program. The solution must provide the ability for administrators to manage, schedule, facilitate, deliver, track, and certify online courses, virtual training (webinars), and Instructor-Led Training (ILT).

JPL is excited for this opportunity to present our flexible and adaptable ecoLearn® LMS and Content Management System solution in response to the DDAP requests.

JPL's capabilities and experience match the DDAP ISMART needs. Our ecoLearn® LMS framework is the ideal solution for the requirements listed in **Appendix G Technical Requirements** provided with the RFP. Our custom LMS solution is currently used by many organizations to reach thousands of learners in their extended enterprise. Many learning management systems focus solely on reaching internal employee audiences; ecoLearn® is designed and implemented with your learners and your tracking needs in mind.

The ecoLearn® solution is built on a Content Management System, allowing our developers to create unique solutions for your organization, such as adding fiscal management solutions through plugins and custom development. The ecoLearn® LMS solution offers scheduled and immediate notifications to be sent to members of the site (email and SMS), robust reporting based on profile data, learner activity, and course delivery, administrator security levels (managed via administration roles), and back-office activity audit trail.

If selected, JPL will provide a comprehensive solution, including strategy, planning, consulting, design, platform customization, implementation, hosting, and ongoing maintenance and support. You will have a partner who:

- Starts with a user experience (UX) strategy focused on reaching your targeted audience with the right information on the right devices
- Created an LMS framework, ecoLearn® (built on a content management system), to accommodate the needs of diverse clients, target learners, and administrators
- Is a Certified Microsoft Partner that has experience successfully implementing websites that meet the requirements of the Commonwealth's Microsoft hosting environment
- Has demonstrated experience developing interactive, educational tools for adults and students
- Is a Commonwealth certified small business located in a designated enterprise zone less than 10 miles from Commonwealth offices
- Has partnered with Momentum, a Commonwealth certified WBE, to provide overarching relationship and project management, as well as supplemental quality assurance
- Has partnered with SQN Systems, a Veteran Affairs verified SDVOSB, to provide supplemental technical writing, documentation, and training
- Offers an open-source .Net content management solution (Umbraco) that is widely supported and does not require ongoing licensing fees
- Takes pride in our work and in providing an outstanding client experience

We believe we have the right team and the right solution to accomplish your goals. We are ready to begin immediately and can meet all of your requirements. Please review the proposal and let us know if you have any questions or require additional information. We would welcome the

opportunity to introduce you to our team and present our solution in person. We look forward to hearing from you.

### III. QUALIFICATION

#### A. Company Overview

Incorporated in 1989, JPL is a Pennsylvania-based corporation privately owned by the company's president, Luke Kempfski, for more than 15 years. JPL has been a leader in designing and developing comprehensive learning solutions for over 20 years. Since 2002, we have worked with the Commonwealth to develop eLearning, websites, and web-based applications for a variety of agencies, including PennDOT, DEP, PCCD, and PDE.

In 2010, we began working with the Pennsylvania Commission on Crime and Delinquency (PCCD) and the Pennsylvania Chiefs of Police Association (PCPA) to create a vision and develop a solution for an online training solution for municipal law enforcement offices across Pennsylvania. To fulfill the vision, we developed the Pennsylvania Virtual Training Network ([PAVTN](#)) featuring our Learning Management System (LMS), ecoLearn®. Since going live in 2012, JPL has provided ongoing upgrades and updates to ecoLearn®, administrator training, user support, as well as developed more than 50 eLearning courses.

In 2019, we won a contract with the Pennsylvania Department of Military Affairs (PA DMVA) to provide a comprehensive LMS for the Northeast Counterdrug Training Center (NCTC), including consulting, custom development, implementation, training, hosting, and support. The solution was launched in November of 2020 and is providing training to thousands involved in fighting domestic and transnational drug trafficking organizations. Using ecoLearn®, NCTC manages, schedules, facilitates, delivers, tracks, and certifies online and Instructor-Led Training (ILT) courses.

JPL along with our wholly-owned subsidiary company, d'Vinci Interactive, has implemented our ecoLearn® LMS for many other organizations, including APL Maritime, Ltd., MacuLogix, Driving Dynamics, and the Pennsylvania Public Transportation Association (PPTA). The foundation of our ecoLearn® LMS is the open-source .Net-based content management system, Umbraco. JPL also has built

dozens of websites using Umbraco, including the recently launched Pennsylvania Public Utilities Commission website.

JPL has over 100 team members in offices in Harrisburg and Glenside, Pennsylvania, Hagerstown, Maryland, and New York City. Our proven solutions and hosting environments are described later in this proposal. In order to more thoroughly meet DDAP's requirements, JPL will partner with Momentum to provide a qualified and fully dedicated business relationship manager, Kathy Kieffer. Kathy will work directly with JPL's core team of a lead technical consultant, lead application developer, learning and technology analyst, visual design director, user experience developer, and learning quality and support specialist. The core team will be supported by SQN Systems to provide supplemental technical writing, documentation, and training, as well as additional JPL team members skilled in user experience (UX) design, development, quality assurance, dev ops, and other specialized skills as needed. JPL's President, Luke Kempfski will provide executive-level oversight.

## **B. Prior Experience**

For the ISMART LMS, JPL has highly relevant experience. Some of our experience has been in collaboration with our wholly-owned subsidiary d'Vinci Interactive, Inc. Whether implemented through JPL or d'Vinci, the team members and the technology have been the same. JPL has completed **Appendix B, Project References**. The projects outlined in this attachment have been selected because of their relevance and because the team who worked on the projects include team members proposed for the ISMART project.

## **C. Personnel**

JPL will assign the following key personnel to the project:

- Kathy Kieffer, Business Relationship Manager
- Mike Leitzel, Technical Consultant & Application Developer
- Jason McCauslin, Lead Application Developer
- Jennifer Kerwin, Learning and Technology Analyst
- Melissa Wimbish, Visual Design Director
- Jerry Bellew, UI/UX Developer



- Katie Langan, Learning Quality & Support Specialist

We have completed **Appendix C, Personnel Experience by Key Position** to provide a comprehensive overview of each individual's relevant education, experience, and qualifications as they relate to their roles and responsibilities for the DDAP ISMART project.

#### **D. Replacement of Personnel**

JPL understands the requirements DDAP has outlined in the RFP regarding the replacement of personnel. If during the project period, JPL identifies a need to replace any key personnel or add key personnel not listed in **Appendix C, Personnel Experience by Key Position**, we will submit a request in writing to DDAP for approval, in accordance with the following procedures:

- JPL will provide the Commonwealth Contracting Officer at least 30 days notice of the diversion or replacement and provide the name, qualifications, and background check of the person who will replace the diverted or removed staff
- Following the Commonwealth Contracting Officer's approval of replacement of key personnel, JPL will provide a minimum of a fourteen (14) calendar day overlap at no additional charge to the Commonwealth

#### **E. Subcontractors**

JPL will be subcontracting a business relationship manager and software testers from Momentum, Inc. (Momentum).

Momentum is a small, women-owned IT and Management Consulting firm based in Camp Hill, Pennsylvania. Founded in 1998, Momentum has grown to employ more than 60 employees and expand its services to public and private sector clients throughout the mid-Atlantic region. Momentum works closely with clients to provide support within our four core service offerings: **Management Consulting, Process Improvement, Project Management, and Implementation Support** services.

*"While we support many IT projects, Momentum is not a typical IT firm as we do not endorse specific software or system products. Our independence from specific software or hardware solutions provides us with the ability to offer trusted advice and unbiased analysis and recommendations to our clients. Our*

*goal is to **Add Value** to our clients by providing high-quality resources, using industry-proven standards and best practices, and providing a hands-on approach to service delivery to deliver solutions that meet the business needs of our clients.” – Momentum, Inc.*

<b>1. Name of Subcontractor</b>	Momentum, Inc.
<b>2. Primary Contact Name and Email</b>	Beth Nipple, Account Manager   bnipple@m-inc.com
<b>3. Address of Subcontractor</b>	2120 Market Street, Camp Hill, PA 17011
<b>4. Description of Services to be Performed</b>	Momentum, Inc. will provide and support the following services: Business Relationship Management/Project Management Software Testing
<b>5. Number of Employees by Job Category to Work on this Project</b>	<ul style="list-style-type: none"> <li>• One Business Relationship Manager (100% dedicated to project)</li> <li>• Up to three Software Testers</li> </ul>
<b>6. Geographical Location</b>	When not working at a designated DDAP location for meetings, the Momentum resources will be physically located in the Camp Hill area while engaged on this project.
<b>7. Resumes (if appropriate and available)</b>	A resume for the Business Relationship Manager is provided in <b>Appendix C, Personnel Experience by Key Position</b> of this technical submittal.

In addition, JPL will be subcontracting supplemental technical writing, documentation, and training support from SQN Systems, Corp (SQN Systems).

SQN Systems is a Veteran Affairs verified Service-Disabled Veteran-Owned Small Business (SDVOSB) and Prime holders on the GSA Schedule 70 IT (GS-35F-536GA) and Maryland CATS+ contract vehicles. They are also a Minority Business Enterprise (MBE) certified in Maryland, Virginia, Delaware, and Pennsylvania. SQN Systems provides information technology and professional services to State and Federal government agencies as well as commercial businesses.

*“At SQN Systems, we approach every project with superior technological processes and top technical and management professionals to deliver unmatched IT services. SQN Systems is committed to excellence and founded on the belief that IT solutions should be dependable, grow with business, foster productivity, and make working easier.” – SQN Systems*

<b>1. Name of Subcontractor</b>	SQN Systems, Corp
<b>2. Primary Contact Name and Email</b>	Louis H Bullock, Partner   lbullock@sqnsystems.com
<b>3. Address of Subcontractor</b>	8630-M Guilford Rd., Columbia, MD 21046
<b>4. Description of Services to be Performed</b>	SQN Systems will provide technical writing, documentation, and training support
<b>5. Number of Employees by Job Category to Work on this Project</b>	<ul style="list-style-type: none"> <li>Up to two IT Support Service professionals</li> </ul>
<b>6. Geographical Location</b>	When not working at a designated DDAP location for meetings, the SQN Systems resources will be physically located in the SQN Systems office while engaged on this project.

**IV. FINANCIAL CAPABILITY**

JPL is financially healthy and stable with long-term clients, including the Hershey Company, Quest Diagnostics, the Giant Company, Milton Hershey School, and the American Chemistry Council. While revenue reduced in the 2020 economic environment, JPL has no debt and more than adequate cash reserves. We have successfully done business with the Commonwealth for more than twenty years and have earned a positive reputation for quality and client experience. Upon request, we can provide updated financial statements reviewed by our CPA firm.

**V. REQUIREMENTS**

**A. Hosting**

Many variables are involved when choosing a hosting provider. Cost, infrastructure, bandwidth, security, and other factors all play into the matrix used to make this decision. JPL will offer consultation to help determine the best choice for hosting. JPL does offer fully managed hosting through our recommended hosting provider. JPL can include hosting as part of the annual agreement, where DDAP pays JPL for the hosting services (This is the hosting model that the Northeast Counter Drug Training Center <https://nctc.counterdrug.org/> selected), or DDAP can choose to pay for hosting directly with the service provider and JPL will assist with hosting management as part of our maintenance and support agreement. You are not required to use these services with your ecoLearn® solution. The selected hosting provider must meet minimum guidelines for an ecoLearn® implementation and must be able to support the expected site traffic.



JPL offers hosting solutions in conjunction with industry-standard VPS hosting and security services. Through this offering, JPL will provide a hosting package that is specifically designed for the DDAP LMS website. A web and data server with sufficient processing speed, memory allocation, and disk space will be provided to handle expected loads of web traffic. Production and QA (clone of the Production) environments will be provided. A matched Development environment will be established and used internally by the JPL development team to test features and modifications before they are deployed to the QA server for approval.

The JPL team aims to provide a steady uptime of 99.9% on a 24-hour per day, seven days per week basis.

Production databases are backed-up daily and retained for seven days. Web server snapshots are taken daily and retained for seven days. In the event a server becomes unresponsive, JPL can establish a new machine, configure the server (and DNS if necessary), load the code files from the source, and import a data backup. The worst-case scenario in the event of a failure is that a web server could be rebuilt from a backup snapshot with a max age of 23 hours, 59 minutes. Databases can be restored to a point in time within an hour so restoration could likely be made from resources captured moments before an outage.

Updates typically do not require downtime outside of an occasional server restart. Restarting a server represents a very brief interruption of services. If desired, DDAP can designate the time and day of the week this maintenance is performed. JPL personnel must initiate any updates to the web server operating system. If an update is necessary, the software will be installed, tested, and proven on the Development server before being updated at QA and Production.

## **B. Data Centers**

Our recommended hosting solution for this site has data centers in:

- Washington D.C.
- Seattle, Washington
- Dallas, Texas

Facilities are SAS Type II, audited, Tier 3 Data Centers.

- **Security**
  - 24/7-Armed Security
  - Check-In Stations at Entrances
  - Video Surveillance
  - 24-Hour Staffed Network Operations Center
- **Power**
  - A+B Redundant Power
  - 100% Power SLA
- **Cooling**
  - Cooled via Outside Air
  - Backed up by N+1 Chillers

### C. Solution Requirements

JPL has read and completed **Appendix G, Technical Requirements**, noting how the requirement is met and adding additional comments when needed.

Beyond the requirements identified in **Appendix G, Technical Requirements**, if selected, JPL will create a content-managed website containing the new DDAP LMS and fiscal tracking capabilities requested. The ecoLearn® LMS platform is built on Umbraco, an open-source Content Management System. The creation and publication of pages in any area of the site can be easily executed by an administrator. Updating the content on a page or creating a new page can be completed with a few clicks. Content can be previewed before being published and publish dates for specific content can be scheduled.

Strategic design, grounded in UI/UX principles, sets the foundation for our front-end development to ensure a superior user experience. Using ecoLearn®, the proposed website and DDAP LMS will be designed and developed for mobile optimization. The creative approach will align with the designs of the DDAP website (<https://www.ddap.pa.gov>) and any brand standards or guidelines provided. The

design will be clean and simple to optimize the user experience and ensure that the courses are easy to find and register for on a mobile device.

With ecoLearn®, our proposed DDAP LMS solution will include the following functionality:

- **Member Registration** – The LMS will allow for learners to self-register for the site
- **Member Management** – Administrators will be able to manage members in the back-end of the LMS
  - Export and Import of members, including the ability to import data from the existing system
  - Merge – The ability to merge two member profiles with learning records into one member profile with learning records
- **Member Profile with Member Transcript (courses completed)** – Includes fields needed for reporting
- **Course Creation** – ILT, video, SCORM, .pdf (tracking launching of a .pdf as a course), HTML
- **Content Management** – Including uploading and associating documents to a course
- **Customer Web Templates** – Including Registration, Homepage with Sign-in, Content Pages, Enrollment pages, Course pages, Course search, Course Calendar etc.
- **Reports** – As described in the reporting section
- **Notifications** – Ability to attach notifications (emails, email templates, push, SMS) to custom events throughout the site; for example: registration-success, forgot-password, course reminder, course completion, etc.
- **Rules Engine** – The ability to apply custom rules to 3 event areas (pre-condition, post-condition, and completion)
- **Calendar and Scheduling** – Used for ILT creation, enrollment, and tracking
  - Calendar entries will include (Course/Class information) training classes, location of training classes, Instructor information, Training support availability, dates of availability, reserved dates support, etc.
- **Custom Forms** – The ability to create new forms and place onto pages
  - These forms capture field values and will email and/or put information into our database with ability to export the data to XLS

- **Survey Engine** – The ability to create various surveys, connect them with a course, send links for completion of surveys to students, and make completion of surveys dependent on course completion (if desired)
- **Google Analytics** – The ability to incorporate the Google Analytics code if desired

Any non-optional requirements that are listed in **Appendix G, Technical Requirements** and the Technical Submittal, but are not listed in this proposal, can be assumed to be part of the ecoLearn® base functionality and will be included in the delivery of this product.

#### **D. Solution Support**

1. **Hours of Support:** Monday – Friday 8:00AM – 5:00PM (emergency contact information provided for urgent issues outside of these hours)
2. **Types of Support:** JPL uses the Jira Service Management email ticketing system for primary support, tracking, monitoring, and resolution of issues. Phone/conference call and Zoom meeting will be used for additional administrator instruction and issue resolution as needed.
3. **Incident Management:** For tickets submitted to the designated email, the reporter will immediately receive an automated response. A support agent will respond within 24 business hours with one of the following responses:
  - A request for more details from the reporter (the agent does not fully understand the problem)
  - Explain that the issue is being investigated or resolved by a developer (a technical issue exists)
  - An explanation on how the issue can be resolved immediately (no development needed)
  - Re-route the user’s request to personnel that can answer questions related to the inquiry

Urgent issues that interrupt the use of the site and have no workaround can usually be resolved in 1-3 business days. For non-urgent issues, a release schedule will be established so that requests get pushed to the Production environment at a satisfactory interval.

#### **Issue classifications:**

- Parent issues (epic issues) represent high-level initiatives or bigger pieces of work for the JPL team (updates to requirements, site errors that prevent use)
  - Standard issues represent regular business tasks. Examples of standard issues may be requests by your administration team for simple updates to the site, escalated technical support issues, or investigation of a member issue
4. **Notifications:** Any needed scheduled or unscheduled maintenance will be communicated to the client contact and the JPL team will work with DDAP to identify the best timing for maintenance. In the event of scheduled maintenance, a message identifying the dates of the maintenance will be posted on the site. If the client deems it necessary, an email notification can be sent to service subscribers. In the event of unscheduled maintenance, a maintenance message will be placed on the site with clear communication about expected downtime and redirection of needs.

Because the ecoLearn® solution is a Content Management System, notification and callouts can be managed by content contributors and places on various pages of the site to ensure visibility to service subscribers. JPL administrators can also post and remove notifications and callouts upon request.

5. **Support Staff:** The JPL support team includes 4-6 people. Primary staff members will be identified to support DDAP's daily needs. When primary support staff members are out of the office, a secondary support member will monitor activity to ensure full coverage.

## **E. Service Level Agreements (SLA)**

JPL has read and understands the levels of service defined and required by **Appendix H, Service Level Agreement**. The services that we provide and commit to meet and/or exceed the requirements listed in **Appendix H, Service Level Agreement**. The details of our service level, responsiveness, and services processes are outlined in sections **D. Solution Support** and **F. Solution Maintenance and Support**.



## **F. Solution Maintenance and Support**

Annual maintenance and support services of the DDAP LMS will go into effect 60 days after the public launch. The nature of the requests and work identified as maintenance and support are meant to be straight-forward basic updates or enhancements. If a single request is deemed complicated or a large application development modification, JPL will discuss planning and budgeting with the client before completing this task under the annual maintenance and support budget.

### **LMS maintenance and support services include the following types of request:**

1. Consultation, guidance and help on the use of the LMS. This includes calls to identified JPL contacts from site administrators who need support and/or refresher training with day-to-day tasks performed in the administrator section of the LMS.
2. Additional LMS administrator training.
3. Regular monitoring of the LMS website for performance health.
4. Minor monthly content updates, including text, photo, PDF updates, course updates, and the addition or deletion of pages. Although administrators will be able to perform these tasks, we find that some clients request our help with these items.
5. Editing, revising, updating, or creating new textual content or adding client graphics on existing pages based on client request.
6. Minor alterations to ecoLearn<sup>®</sup>, such as: adding/editing a field (e.g., adding “Middle Name” as an editable field in a CM Tool); adding/editing a simple business rule (e.g., making a field “Required” or allowing back-office administrators to enter dates in a different format); and changing label names (changing “Products” CM Tool to “Inventory” CM Tool)
7. Minor updates to existing reports.
8. Simple navigation changes/updates.
9. Completing upgrades due to newly released public browsers and plugins not covered in the initial scope of work.
10. Installing security patches or upgrades to software products used in the solution.
11. Technical troubleshooting and issue resolution.

The suggested budget in the cost sheet provides anticipated support and maintenance for ecoLearn® needs. End-user support was not requested in the RFQ but could be provided as an option.

## **G. Disaster Recovery**

JPL has a comprehensive Disaster Recovery plan (DR Plan) that is submitted as an attachment. The primary purposes of the plan, include:

- Preventing the loss of the organization's resources such as hardware, data, and physical IT assets
- Minimizing downtime related to IT
- Restoring remote access to secure SaaS or internet-based data, processes and/or workflows
- Keeping the business running in the event of a disaster

In addition, the DR Plan specifies how the plan is maintained and tested.

Beyond physical assets maintained by JPL's IT staff, JPL subscribes to SaaS applications that host, backup, and secure JPL data. These include our enterprise-wide financial system, Workamajig (WMJ). WMJ is a widely adopted integrated, project management, financial, resourcing, and CRM platform. The WMJ servers are backed up hourly with media rotated every 4 hours and a nightly backup performed each day and stored offsite. JPL subscribes to Office 360 and uses Egnyte for cloud-based content collaboration, protection, compliance, and threat prevention.

JPL also has policies for recovering from security or data breach incidents. In addition, our development, QA, and production hosting environments include disaster recovery from the solution providers described in other sections of this proposal.

## **H. Documentation and Versioning**

Version control is a method of managing multiple variations of the same document, particularly when it is important to keep a clear record of how the document was created, developed, and changed over time. Each time a document is revised, a unique identifier will be applied, which enables the entire team

to identify the latest version of the document and differentiate between drafts and final approved versions of the document.

Due to the number of project documents that will be developed and updated during the lifecycle of this project, the team recommends version control using a digital collaborative environment, where a number of different contributors may be working on the development of a document. The team will establish a process to track changes, capture key decisions, document the review process, and determine which document version is currently in force, or which version was in force, at a particular point in time.

JPL, Momentum, and SQN Systems will work closely with DDAP to establish a document versioning process that fits the unique qualities of the DDAP organization and the project collaboration tool of choice to be used for this project. The defined document versioning process will be submitted for final approval to DDAP.

## **I. Change Management**

Change Management provides an orderly method to request and approve changes to a project prior to modifications. Changes to the requirements or infrastructure require serious forethought, estimation, approval/rejection, prioritization, careful monitoring, and follow-up evaluation of all proposed system changes to increase positive outcomes and reduce negative impact to the project plan.

The use of the formal Change Management procedure will be required for any changes discovered or requested which impact previously reviewed, approved, and published project deliverables or impacts project scope. The documentation and tracking of change requests will be managed using a defined procedure and will be facilitated by the use of the Change Management Log.

The team will work with designated business and technical stakeholders to determine the type and impact a change will have on the project goals and will analyze the extent of the impact to understand the scope of the change and the impact the resolution will have prior to taking corrective action:

- Review the change for technical clarity
- Determine the type of impact
- Identify all impacted areas of the project (e.g., work plan schedule, cost, and resource usage)
- Analyze the extent of changes needed
- Conduct technical analysis of proposed change
- Develop estimates (e.g., effort, duration, and cost) for the change
- Determine whether the project can accommodate the change
- Determine the impact if not making the change
- Determine the impact of delaying the change
- Determine the business operation inhibitors
- Determine the manageability of scope change
- Document the change impact

All information regarding the requested change will be documented in the Change Management Log. The Change Management Log will be reviewed with designed DDAP team members on a weekly basis to ensure approved changes are incorporated into the overall project plan.

## **J. Licensing Requirements**

There are no ongoing licensing fees associated with ecoLearn®. There is no limit to the number of students or administrators. After the solution is implemented, the only ongoing fees are related to hosting, support and maintenance, and any requested enhancements that fall outside of the support and maintenance agreement.

## **K. Emergency Preparedness**

JPL's Emergency Preparedness Plan (submitted as an attachment) includes responses to medical emergencies, security breaches, onsite emergencies such as fires as well as weather, environmental or external emergencies such as power outages, flooding, earthquakes, or an emergency from a nearby nuclear plant. Our plan includes cloud-hosted documentation, a multi-channel communications system, and established protocols with defined and tested responsibilities. Annually, employees are trained, and an emergency drill is conducted.

In 2020, JPL maintained all aspects of operations throughout the pandemic except in-studio and on-location video production during the state shutdown. Employees were able to access JPL's Intranet, Microsoft Office 360, and our cloud-based file storage in Egnyte. To maintain internal and client communications, JPL team members are experienced users of Zoom, Microsoft Teams, and Slack. We have a Centralized Resourcing team and systems for scheduling backup personnel.

While currently covered with Cyber-liability insurance, JPL is currently evaluating policies in the market to ensure the most comprehensive coverage. We plan to work with the new provider to assist with tests and drills of our emergency response and disaster recovery plans.

## **L. Reporting**

The ecoLearn® LMS solution offers robust reporting capabilities. Using Microsoft SQL Reporting Services RDLC, the solution can report on all student information, course information, and class information. Reports for SCORM conformant online learning can include details of module activity and correct and incorrect responses. The process for identifying any custom reports begins with discovery to determine the purpose of the report, what data is required, and what presentation is needed.

Within the system, a simple report view is provided with the most important fields that are identified by stakeholders. All reports can be output as PDF, Excel, or CSV. Reports output as CSV can contain all student information. Adding fields to a report is easy and flexible. As long as the data is being captured, we can report on it. JPL has found that many report requests can be handed under our support and maintenance agreement and delivered within 24 hours or less.

DDAP can develop additional reports that are not included in the robust suite of ecoLearn® reports using Microsoft SQL Reporting Services (free downloadable report designer).

For on-demand ad hoc reports, JPL will create a reporting engine specially for DDAP to select data fields and execute reports.

The system's basic reports include a learner/student transcript (all the courses that a person has registered for and their status), a course report (all the student activity for a course), and an event report (all student activity for a specific date that the class was held). JPL has developed many unique reports based on the needs of our clients: Class/Registration/Sign-in Form, Class Schedule Summary (can be narrowed by date range), Survey Reports, etc.

Each report in the system can contain dynamic links to additional data. For example, if DDAP runs a report on who has attended a class, the learner's name can link to their individual transcript report.

Dashboards of accumulated data can be created based on the needs of the client. ecoLearn® dashboards can be displayed graphically (bar chart, pie graph, etc.) or can be displayed based on activities giving the ability to query information and make updates to data if needed (change student record).

## VI. TASKS

### A. Implementation Planning

Once the system is deployed into the production environment and the acceptance testing is successful, the system will be ready to go-live. The last conversion of all of the data will be scheduled, and the system will be turned over to the users. At this point, the system will be used for its intended purpose, all issues and problems will be resolved, the transition to the production support team finalized, and knowledge transfer completed. Once a launch date is defined, we will develop/update a Go-Live Plan and execute Go-Live preparations that will support a successful launch. We anticipate our Go-Live Plan to include:

- Production installation and setup requirements
- Data conversions estimates, types, and duration
- Responsible, Accountable, Consulted Informed (RACI) Chart
- Assignments and Time Estimates
- Designated decision-makers
- Support offerings

We will also use a go-live checklist to ensure the completion of go-live preparation activities. Sample checklist items include:

- Completion and Distribution of User Guides/Manuals
- Verification and Validation of User Accounts
- Verification and Validation of Data Conversion Completion
- Establishment of a Help Desk or Support Group
- Verification and Validation of Final System Acceptance Testing
- Establishment and Communication of Go-Live Schedule and Procedures
- Receipt of CA2 Accreditation
- Documentation of Approval to Go-Live from DDAP

JPL and Momentum will provide a draft implementation plan to DDAP for review and will make revisions based on DDAP feedback. We will provide a revised finalized implementation plan to DDAP for approval.

## **B. Requirements Management**

JPL understands the critical importance of sound requirements management and high-quality requirements have to the ultimate success of a solution. Throughout the contract, JPL and Momentum will develop and continuously update Requirements Management Plans that include detailed descriptions of the processes, resources, roles and responsibilities, tools, and approaches to plan, develop, track, store, validate, and manage all business, system, functional, and non-functional requirements throughout the engagement.

In the development and execution of the Requirements Management Plan, we will work closely with agency and PTC personnel to establish processes and procedures for all requirements activities that fit the unique qualities of each organization. Momentum typically follows business analysis and requirements management best practices defined within the International Institute of Business Analysis (IIBA) *Business Analysis Body of Knowledge® (BABOK®) Guide* and the *Agile Extension to the BABOK® Guide*. While the tools and techniques endorsed by the IIBA® are not considered a formal methodology, the IIBA does provide standards by which the tools and techniques should be applied. Using standards

and best practices throughout *BABOK® Guide* knowledge areas, Momentum performs requirements management activities across strategy, initiative, and delivery horizons for Agile programs, projects, and application maintenance activities, ensuring continuous communication, feedback, and improvement.

They typically perform the following requirements management activities across *BABOK® Guide* knowledge areas:

- **Requirements Activity Planning** – Momentum plans and prepares for various business analysis and requirements management activities at various points in the project lifecycle. Key points of requirements activity planning occur during project scoping and development activities, PI Planning Meetings, Sprint Retrospectives, and project meetings
- **Requirements Elicitation** – Momentum uses various techniques to elicit Business, User, Functional, Non-Functional, Architectural, and Transitional Requirements
- **Requirements Documentation and Modeling** – Momentum documents and models elicited requirements and process data in various ways to support future analysis, design, testing, and implementation activities throughout solution releases
- **Requirements Traceability** – Momentum actively documents and traces the relationships of functional and non-functional requirements captured during requirements elicitation activities within a Requirements Traceability Matrix (RTM) and requirement attributes within software development tools/collaboration tools as required. They ensure that each requirement traces back to original project goals and objectives, business processes, solution design, test scripts, and/or other relationships as required. Within the RTM, they assign a unique identifier to each requirement to facilitate future requirement changes, testing scenarios, and acceptance criteria
- **Requirements Verification and Validation** – After documenting and compiling requirements, Momentum performs various activities to verify and validate each requirement and document validation activities within the RTM
- **Requirements Analysis, Specification, and Solution Design** – Momentum uses various tools, techniques, and approaches to analyze, design, and visually represent requirements to ensure there is a common understanding of the requirements across the entire project team
- **Requirements Change Management** – Throughout releases (and individual sprints during agile development), Momentum captures new and/or changes to existing requirements that are



approved using the established change control procedures. As this occurs, Momentum applies the changes to requirements into software development tools and logs

### C. Configuration of Environments

There will be three environments used for the development of the DDAP solution:

- **Development Environment** – Internally used by the JPL application team to setup, program, and test features before release. In the early phases of the project, JPL can and will share screenshots or screen share the Development environment with the DDAP team for alignment. The DDAP team will not be able to access the Development environment outside of screen sharing
- **QA Environment** – Client-facing environment used for testing of all test cases, training of site administrators, and client approval of functionality. All programming and some data can be pushed from this environment to the Production environment
- **Production Environment** – This is the live environment

### D. Solution and Interface Design

The lead developer will lead the team to define and document solution architecture. At a minimum, the Solution Design Document will contain:

- High-Level System Architecture
- Design Considerations and Decisions including:
  - Scalability
  - Reliability
  - Flexibility
  - Performance
  - Traceability
  - Maintainability
- Application Layers, Core System Components, Subsystems, Interfaces, Web Services, Batch Processes
- Security
- System Navigation Map

- Deployment Architecture and Hardware/Software Recommendation
- Other Specific Recommendations, Considerations, and Risk Related to System Design and Architecture

The JPL and Momentum project team will meet with DDAP and OA/OIT (as needed) to gather additional information and requirements to complete the solution design. We will create the solution design document and will iteratively work with DDAP to modify the document and meet DDAP's specifications. The team will update the draft document and submit it to DDAP for final approval.

## **E. Data Conversion, Validation, and Migration**

JPL and Momentum will use the Extract, Transform, and Load (ETL) repeatable process to convert existing source data to the target system. This process will involve the following techniques:

- **Database Modeling** – The team will create database models to ensure there is a common understanding of the source database(s) and target database prior to the start of the data conversion process
- **Extract** – The team will extract data from the source systems and will stage the data in a test environment accessible for viewing by designated DDAP stakeholders
- **Review** – The team will work with DDAP stakeholders to review the extracted data to identify inconsistencies, missing data, and errored data that must be corrected during the transform process step
- **Transform** – The team will identify and document the business rules or functions to be applied to the extracted data from the source to derive the data for loading into the end target. Some data sources will require very little or even no manipulation of data. In other cases, multiple transformation steps may be required to meet the business and technical needs of the target database
- **Load** – The team will load the transformed data into the target database. Any errors during the load process will be documented, so the issues can be addressed
- **Data Cleansing** – The team will work with designated DDAP stakeholders to develop a remediation plan for data that was not successfully transformed and loaded into the target

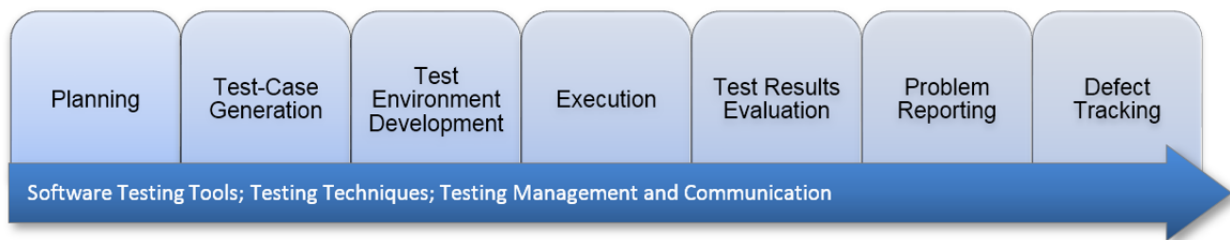
database. All decisions regarding data cleansing, including the roles, responsibilities, and target completion dates, will be documented in the Data Conversion Plan

We will repeat this process until all data to be converted has been identified and accounted for in a Data Conversion Plan. The team will create the data conversion document and will iteratively work with DDAP to modify the document and meet DDAP's specifications. The team will update the draft document and submit it to DDAP for final approval.

## F. Testing

When managing and executing software testing tasks, Momentum performs, verifies completion, and validates completeness of the seven test activities defined within the Software Testing Knowledge Area of the Guide to the Software Engineering Body of Knowledge (SWEBOK®) Version 3.0, illustrated in Figure 10 below:

FIGURE 10: STANDARD SOFTWARE TESTING ACTIVITIES



The Momentum software quality assurance analyst will lead the development and execution of a Comprehensive Test Plan to ensure that all testing activities defined above are addressed and appropriately documented within the selected project document repository for each type of test conducted throughout the project. The Plan will document the types of tests, roles and responsibilities, schedule, tasks, success criteria, deliverables, IT requirements, logistics, and/or any other specific components based on unique project needs surrounding testing, ensuring that each standard software testing activity is present for each planned test.

Additionally, Momentum will develop and maintain unit test cases, system integration test (SIT) cases, and user acceptance test (UAT) cases to ensure adequate testing of the system. When developing test

scripts and scenarios to facilitate the testing process, Momentum typically includes the following information on each test script:

- Test Script ID (For Requirements Traceability)
- Objective
- Acceptance Criteria
- Pre-Execution Steps
- Test Execution Steps
- Expected Results
- Actual Results

Momentum will incorporate the test cases, identification of the required data to execute the scripts, and dummy test data into the Comprehensive Test Plan. The Momentum business relationship manager will submit the Test Plan to DDAP and facilitate a review and recovery cycle until delivering a final Comprehensive Test Plan for DDAP approval.

It is important to note that our testing process is comprised of a robust set of practices used to validate product compliance against the defined set of requirements and identify and fix defects before they are released into the customer environment. Features will be tested using various test methods to help ensure that the project meets its defined business goals and objectives. Prior to testing, each release will undergo a formal test readiness review to ensure that all quality control standards have been met before undergoing the test phases defined below. Upon completion of testing, lessons learned will be captured and incorporated into future test scripts, plans, and best practices. Because of this, the Comprehensive Test Plan will serve as a living document that will be adjusted to meet inevitable project changes (e.g., changing a UAT tester due to illness, updating test scripts to meet a changed requirement, etc.).

## **G. Implementation**

JPL and Momentum will work with the DDAP stakeholders to execute the successful implementation and public launch of the solution. Our team is prepared to be available on-site or via virtual meetings

immediately before, during, and in the weeks following go-live – to shadow and assist administrators. Momentum will provide the final implementation report that will be directly associated with the implementation plan. JPL will monitor the solution for 60 days and provide any additional support or updates that may be needed. When the 60 days are complete, JPL will look to DDAP for approval to begin the maintenance and support phase.

## **H. Enhancements**

It is the nature of information technology projects to require changes and modifications as agency policies and business processes change. The team will follow a defined enhancement scoping process when a change or modification to the approved solution is requested to improve the functionality or performance of the solution. When a request for an enhancement is received, the team will identify and document the business need for the change along with detailed requirements outlining the new functionality requested.

The team will collect estimates regarding the effort to develop and implement the change from all team members involved. The total level of effort will be presented in a deliverable-based statement of work document. The team will track all submitted statements of work and all approved statements of work. Once a statement of work has been approved by DDAP, the team will incorporate the tasks into the overall project schedule.

## **I. Training**

JPL and SQN Systems will provide up to four 4-hour training sessions for DDAP administrators via Zoom meeting or in-person at the JPL or DDAP Harrisburg, PA office. If additional sessions are required, they will be limited to identified DDAP staff members and be conducted in 1-hour meetings. Training will include an overview of the system, demonstrations of functionality that DDAP administrators will use daily, and practice exercises in the safe QA Environment.

A formal user guide will be written to the specifications and customizations of the DDAP system. The user guide will include system definitions, explanation of roles, and step by step instructions, and

screenshots for completing tasks. The user guide will be updated and maintained by JPL and shared with the DDAP team.

In addition to the training and user guide, the solution includes help functionality to remind administrators of steps needed to complete certain tasks.

## **J. Outgoing Transition**

JPL understands the requirements DDAP has outlined. When it is time to turnover responsibilities and transition the system to DDAP staff members, JPL will deliver an Outgoing Transition Plan that includes content migration, the return of all Commonwealth Data, and knowledge transfer activities. JPL and Momentum will work with DDAP to execute the Outgoing Transition Plan smoothly. Following the transition, JPL will return Commonwealth Data and certify that all data has been deleted or destroyed.

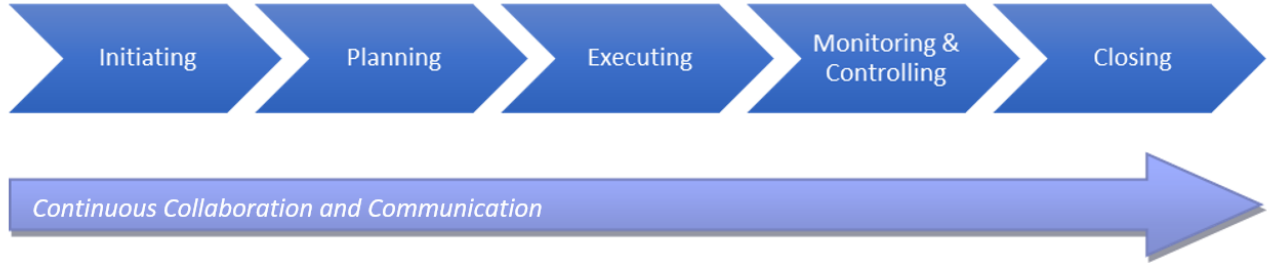
## **VII. REPORTS AND PROJECT CONTROL**

JPL and Momentum understand the importance of sound project management, reports, and project control and will employ best practice project management services using proven tools and templates designed to ensure continuous communication of project status to DDAP throughout the length of the engagement. Throughout project execution, the Momentum business relationship manager will provide dedicated project management services to ensure focused execution of project services. As such, we rely on:

- Sound project management practices in line with the standards and best practices defined by the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK®) Guide – Fifth Edition;
- Continuous communication and collaboration with DDAP personnel and stakeholders.

Together, Momentum’s Project Management Approach, illustrated in Figure 11, provides a consistent framework, and promotes flexibility throughout the length of the project:

FIGURE 11: MOMENTUM'S PMI-BASED PROJECT MANAGEMENT METHODOLOGY



Process Group	Sample Activities and Outcomes
<b>Initiating</b>	<ul style="list-style-type: none"> <li>Clarify and communicate project expectations, goals, objectives, and administrative details to the project team</li> <li>Conduct Project Kickoff Meeting</li> <li>Establish document repository on the Commission’s server or other Commission-designated location</li> </ul>
<b>Planning</b>	<ul style="list-style-type: none"> <li>Develop Project Work Plans, WBS, etc.</li> <li>Conduct Stakeholder Assessment and Schedule/Secure Logistics for interviews/meetings</li> </ul>
<b>Executing</b>	<ul style="list-style-type: none"> <li>Project Team executes WBS components and activities</li> <li>Project monitoring and reporting begins and recurs throughout the project</li> </ul>
<b>Monitoring &amp; Controlling</b>	<ul style="list-style-type: none"> <li>Active management of change in an iterative process that specifies the steps for requesting and executing changes to official project documents or deliverables</li> <li>Quality Assurance and Quality Control activities</li> <li>Perform Risk Assessments and Update</li> </ul>
<b>Closing</b>	<ul style="list-style-type: none"> <li>Project Team verifies achievement of all client requirements and deliverables</li> <li>Project Team performs Knowledge Transfer activities</li> <li>Project Team develops a lessons learned report to document successes and areas for improvement for consideration in future projects</li> </ul>
<b>Continuous Collaboration &amp; Communication</b>	<ul style="list-style-type: none"> <li>Continuous update and communication of project schedule</li> <li>Facilitation of DDAP Review Cycles and Acceptance/Sign-off Processes</li> <li>Weekly Progress Reports; Ad hoc Problem Identification Reports; Monthly SLA Reports; Plan Updates; Presentations, Meeting Agendas and Minutes, reports, etc.</li> </ul>

## A. Project Management Plan

Within the table below, Momentum provides an overview of each work product. Each component plan element is further described in detail within subsequent sections.

Plan Element	Components Included Within Each Plan Element	Purpose and Approach
<b>Project Plan</b>	<ul style="list-style-type: none"> <li>■ Project Scope Statement</li> <li>■ Scope Management Process</li> <li>■ Major Milestones / Deliverables</li> <li>■ Work Breakdown Structure</li> <li>■ Timeline</li> </ul>	<p>The Project Plan sets the stage for what is in and out of scope for the duration of the project. It includes acceptance criteria to assure that DDAP and the Momentum team agree on what successful project outcomes look and feel like upon project completion. The Project Plan contains an overview of Major Milestones/Deliverables, a work breakdown structure with assigned resources, and an implementation timeline. The Project Plan will be baselined upon project initiation and will be updated as a living and breathing document throughout the duration of the project.</p>
<b>Risk Management Plan</b>	<ul style="list-style-type: none"> <li>■ Risk Management Process</li> <li>■ Roles and Responsibilities</li> <li>■ Rules / Procedures</li> <li>■ Risk Impact Analysis Approach</li> <li>■ Tools</li> </ul>	<p>Our risk assessment methodology defines risk as the probability of an undesirable event occurring and the impact if such an event should occur. Risks are a part of every project, and if not managed effectively, can become issues that impact project success. The Momentum team will regularly evaluate the project using our defined risk management procedures to systematically identify, analyze and respond to project risks. Once identified, the Momentum team will work with appropriate DDAP stakeholders to minimize the probability and consequences of events adversely impacting project objectives. Risks are categorized as High (H), Medium (M), and Low (L) depending on the potential impact to the project. Additionally, the likelihood of each risk to occur is categorized.</p>
<b>Issue Management Plan</b>	<ul style="list-style-type: none"> <li>■ Issue Management Approach</li> <li>■ Roles and Responsibilities</li> <li>■ Tools</li> </ul>	<p>An issue, as defined in the <i>PMBOK® Guide</i>, is a problem, defect, unaddressed concern, or unresolved decision that requires someone’s attention and action to be corrected. To address and alleviate issues, the Momentum team will provide and maintain an Issue Management Plan throughout the project. The Issue Management process is fundamental to the successful delivery of project results. The Issue Management process ensures that each issue identified within the</p>



		<p>project environment is documented in an Issue Log, prioritized, and resolved in an efficient manner. The Issue Management process will consist of the following five steps:</p> <ol style="list-style-type: none"> <li>1. Identification;</li> <li>2. Logging;</li> <li>3. Issue Resolution;</li> <li>4. Monitoring and Controlling;</li> <li>5. Issue Closure</li> </ol>
<b>Change Control Management Plan</b>	<ul style="list-style-type: none"> <li>■ Change Management Process</li> <li>■ Roles and Responsibilities</li> <li>■ Rules/Procedures</li> <li>■ Change Impact Analysis Approach</li> <li>■ Tools</li> </ul>	<p>Change Management provides an orderly method in which changes to a project are requested and approved prior to modifications. Changes to the requirements or infrastructure require serious forethought, estimation, approval/rejection, prioritization, careful monitoring, and follow-up evaluation of all proposed system changes to increase positive outcomes and reduce negative impact to the project plan.</p>
<b>Communications Management Plan</b>	<ul style="list-style-type: none"> <li>■ Communications Management Process</li> <li>■ Roles and Responsibilities</li> <li>■ Reporting Tools and Techniques</li> <li>■ Meeting Types and Frequency</li> </ul>	<p>Communications management provides the critical links between people, ideas, and information that are necessary for project success. Determining the correct method of passing information to one team member or all team members is critical so that ideas, instructions, policies, etc., are passed correctly to everyone.</p> <p>Communication is a primary factor in the success of any project. It is imperative that the project contains an effective communications process if the project is to be completed effectively and efficiently.</p>
<b>Quality Management Plan</b>	<ul style="list-style-type: none"> <li>■ Quality Management Process</li> <li>■ Roles and Responsibilities</li> <li>■ Tools</li> <li>■ Quality Standards</li> </ul>	<p>The Momentum team will work to ensure quality across each phase of the project lifecycle and post-implementation. The Momentum team will work closely with DDAP to develop a formal Quality Management Plan that includes defined processes, resource roles and responsibilities, schedules, tools, templates, and techniques for performing Quality Assurance activities.</p> <p>The Momentum team will work closely with DDAP to understand preferred quality standards and develop a Quality Management Process surrounding those standards. We anticipate applying the following types of standards:</p> <ul style="list-style-type: none"> <li>▸ Commonwealth of Pennsylvania SDLC, PMM, and ITPs</li> <li>▸ DDAP Standards, Policies, and Procedures</li> <li>▸ ITIL® Standards</li> <li>▸ HIPAA Policies</li> <li>▸ Section 508 Compliance Standards</li> </ul>



1. **Project Plan:** JPL and Momentum will perform various discovery activities in order to obtain enough data and project information to develop the Project Plan. Using this information and applying Project Management Institute (PMI®) Project Management Body of Knowledge (PMBOK®) Guide best practices, Momentum will create and submit a draft Project Plan outline to the Commonwealth to obtain approval. Using the approved outline, Momentum will next develop and incorporate content into each document section. We anticipate developing a Project Plan that includes the following components:

- Introduction/Purpose
- Project Scope Statement
- Scope Management Process
- Major Milestones/Deliverables
- Deliverable Submission and Review Process
- Work Breakdown Structure (WBS) and Project Schedule/Timeline
- Assumptions and Constraints
- Tools and Templates

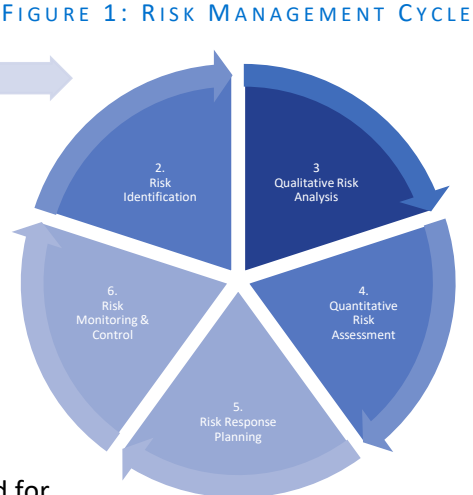
2. **Requirements Management Plan:** Momentum will work extensively with stakeholders to develop processes, tools, and templates for conducting business analysis and requirements development activities to meet DDAP stakeholder expectations.

JPL and Momentum will work closely with DDAP to establish processes and procedures for all requirements activities that fit the unique qualities of the DDAP organization, and external organizations and institutions impacted by the solution. Throughout the project, Momentum will follow business analysis and requirements management best practices defined within the International Institute of Business Analysis (IIBA) Business Analysis Body of Knowledge® (BABOK®) Guide. While the tools and techniques endorsed by the IIBA® are not considered a formal methodology, the IIBA does provide standards by which the tools and techniques should be applied.

3. **Risk Management Plan:** Momentum’s approach to Risk Management adheres to the following management principles:

a. **Establish an Iterative Risk Management Process –** Momentum subscribes to an iterative Risk Management Process that encompasses the following steps:

- **Risk Identification** – Brainstorm to identify risks; assess historical information
- **Risk Assessment** – Determine the likelihood or probability of the risk and assign a level of impact. The two values are then multiplied to arrive at a final Risk Score that supports prioritization activities



- **Risk Response Planning** – Each risk should have a mitigation strategy assigned. Some risks may be flagged for detailed risk mitigation planning

b. **Communicate Risk Effectively to the “Right” Levels of the Organization –** Communication of risks is essential to effective risk management. Making sure that the impact and probability of risks are communicated to the proper levels of an organization can make a large impact on how risk are treated. Risk tolerance at the executive level must be factored into decisions. During Risk Assessment, the Momentum team will collectively evaluate risks to assign a value from 1 (low) to 5 (high) to Risk Impact and Probability of Risk Occurrence factors. These values are then multiplied to arrive at a final Risk Score, or, as an equation: **Risk Score = Impact of Risk Event x Probability of Risk Occurrence**

FIGURE 13: PROBABILITY AND IMPACT SCORING MATRIX

5	5 MEDIUM	10 MEDIUM	15 HIGH	20 HIGH	25 HIGH	
4	4 LOW	8 MEDIUM	12 MEDIUM	16 HIGH	20 HIGH	
3	3 LOW	6 LOW	9 MEDIUM	12 MEDIUM	15 HIGH	
2	2 LOW	4 LOW	6 LOW	8 MEDIUM	10 MEDIUM	
1	1 LOW	2 LOW	3 LOW	4 LOW	5 MEDIUM	
		1	2	3	4	5



With Risk Score values, Momentum can present risks in many formats and will work with DDAP to present risk assessment data according to organizational preferences. Using a value range of 1 to 5 allows us to use a simple Risk Probability and Impact Scoring Matrix to simplify the scoring process and provide a common definition of prioritization to all parties. A sample matrix is illustrated in Figure 13.

4. **Issue Management Plan**: Created and managed in conjunction with the Risk Management Plan, Momentum will develop an Issue Management Plan that defines the approaches, roles, responsibilities, tools, templates, and management processes surrounding the lifecycle of a project issue.

Using tools like Issue Tracking Logs and communications vehicles like status reports and meetings, the Momentum team will continuously identify, analyze, prioritize, track, and report progress on the mitigation of project issues. This requires constant monitoring of project activities to capture project issues and ensure dedicated focus to resolving each issue encountered during the project lifecycle. The team will work closely with DDAP to develop a formal issue resolution process; however, we anticipate developing the following process components:

- **Identification and Communication** – During project monitoring activities, Momentum will document any identified discrepancies and immediately communicate the discovery to DDAP
- **Prioritization** – Momentum will prioritize the discrepancy within a dedicated issue log. These will be prioritized based on the potential impact that each issue may have on the project, and other agreed-upon DDAP prioritization factors
- **Corrective Action Plan (CAP) Development** – Momentum will develop a CAP that includes the tasks, roles, schedules, and milestones for the correction of each discrepancy
- **CAP Progress Monitoring and Support** – Momentum will monitor the progress of CAP execution and regularly report this status to DDAP

- **Issue Resolution** – Upon the completion of the CAP, Momentum will verify and validate the completion and full resolution of the discrepancy. The Momentum business relationship manager will then close the CAP and discrepancy or modify the CAP to reach resolution
- **Lessons Learned** – Momentum will conduct a formal Lessons Learned session with the project team and appropriate DDAP and Commonwealth stakeholders in order to document the circumstances leading to the issue and ways to avoid or lessen the chances of future reoccurrence. Momentum will maintain a Lessons Learned repository

5. **Change Control Management Plan:** Due to the significance that project and/or contractual changes may cause to multiple parties, a formal Change Control Management Plan defines the processes, governance structures, documentation, strategies, roles, and responsibilities shared by both the JPL/Momentum team and DDAP for the entire lifecycle of a change to the project from identification through approval. Upon contract award, Momentum will work closely with DDAP to develop and document an agreed-upon change management process and formal Change Control Management Plan that integrates existing change control processes in place for current Commonwealth projects. Momentum anticipates defining the following types of procedures within the Change Control Management Plan:

- **Change Request Procedure** – Momentum will identify and define the item in need of change and specify the reason for the change in a Change Management log. The dedicated business relationship manager will identify the expected result, the desired timeframe, and responsible party for implementing the change
- **Change Impact Analysis Procedure** – The dedicated business relationship manager will determine the type and impact a change will have on the project goals will analyze the extent of the impact to understand the scope of the change and the impact the resolution will have prior to taking corrective action
- **Change Approval Procedure** – The dedicated business relationship manager will define a formal change approval procedure to ensure that there is a valid business and/or technical reasons for making a change. The procedure will be performed at project meetings throughout the project

- **Change Implementation Procedure** – The dedicated business relationship manager will develop and implement a change strategy that is fully agreed upon by the project team and DDAP

During the development phases, patches, and upgrades Momentum recommends that all scenarios are presented to the DDAP OA group for approval. Upon approval, patches and upgrades will be scripted and rolled out by the JPL and Momentum networking team. This will ensure that we are not installing or changing our configuration in a way that cannot be replicated in the DDAP production environment.

6. **Communications Management Plan**: JPL and Momentum understand the importance of thorough and consistent communication throughout the lifecycle of the project. As a result, we are committed to the following:

- Begin communications planning at the beginning of the project and utilize through the end of the project work
- Distribute all needed information to all applicable stakeholders in a timely and efficient manner
- Document progress and performance reporting via *PMBOK® Guide* best practice methodology
- Work with stakeholders to develop agreed-upon communication management activities for the project team, stakeholders, and executive management
- Develop a comprehensive Communications Matrix that clearly defines known project communications and captures roles, responsibilities, communications media preferences, and other details
- Create a shared document repository for easy access to ongoing documentation throughout the duration of the project

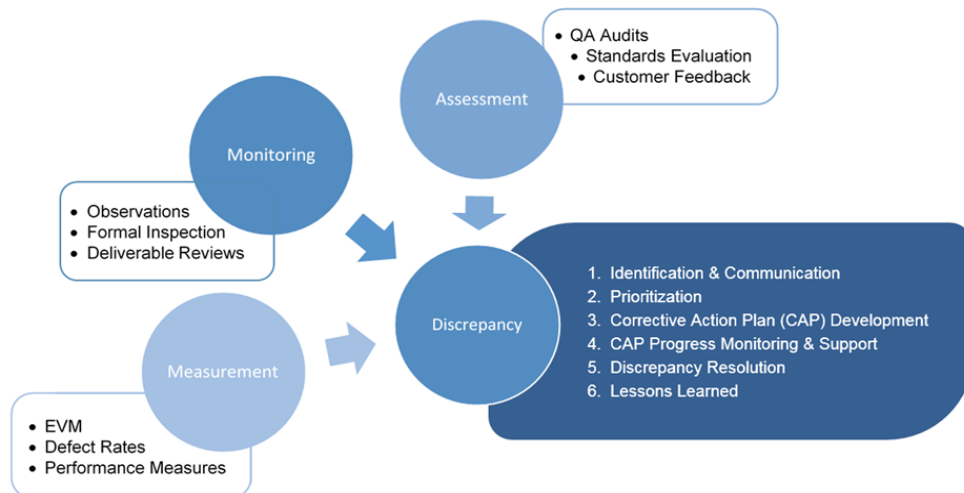
At the Project Kick-off Meeting, we will collect the contact information for the appropriate DDAP, Commonwealth, and other external stakeholders to include on a formal Communications Matrix.

The Communications Matrix uses a format similar to the one presented in the following table:

What	Who		When	Why	How
Communication	Sender/Owner	Audience	Frequency	Rationale	Delivery Method
EX: Project Status	Momentum team project manager	DDAP Point of Contacts <i>(Formally identified at project kickoff)</i>	1x per Week	Provides an update on the progress of the project, discusses risks and issues, and exchanges project-related information	Weekly Project Status Report Deliverable Discussed during Regular Status Meetings
EX: Project Risks and Issues	Momentum team project manager	DDAP Point of Contacts <i>(Formally identified at project kickoff)</i>	1x per Week	Identifies risks to project schedule and proposes mitigation strategies. Keeps DDAP apprised of potential issues that may affect the project	Included within Weekly Project Status Report Deliverable Discussed during Regular Status Meetings

7. **Quality Management Plan:** Momentum employs a Quality Measurement, Assessment, and Monitoring (QMAM) best practice framework to serve as a foundation to Quality Assurance (QA) and Quality Control (QC) services. Upon award, we will work closely with DDAP to modify this process, if necessary, to meet DDAP requirements. Our QMAM process is illustrated in Figure 14 below:

FIGURE 14: QUALITY MEASUREMENT, ASSESSMENT, AND MONITORING (QMAM) FRAMEWORK



The QMAM framework establishes regular Measurement, Assessment, and Monitoring tasks throughout contract activities. These tasks serve as inputs to discrepancy identification and correction. Sample Measurement, Assessment, and Monitoring activities include, but are not limited to, the following:

QMAM Category	Sample Activities
<b>Measurement Activities</b> – Momentum uses various data and trend analyses to develop a project and program metrics for evaluation, risk assessment, and, if needed, corrective action planning. By employing measurable figures to contract and WO activities, we can report trends, areas for improvement and Return on Investment (ROI) figures to the customer.	Productivity Cost Savings Budget and Schedule Performance Resource Utilization Scope Changes Customer Satisfaction
<b>Assessment Activities</b> – Momentum performs regular assessments of projects in order to verify that project teams are performing the correct work and validate that the project work meets requirements, standards, best practices, and policies.	Risk and Impact Assessments Training Needs Assessments SLA and Contract Assessments SDB Compliance Assessments Deliverable Review Customer Satisfaction Assessments
<b>Monitoring Activities</b> – Momentum continuously monitors WO Project work using various techniques to capture quality data.	Observation and Oversight Customer Feedback Surveys Deliverable and Document Reviews

**Discrepancy Review Process** – When performing Measurement, Assessment, and Monitoring activities, Momentum will uncover any discrepancies and manage the discrepancy lifecycle from Identification to Resolution using the Discrepancy Resolution process outlined below:

Process Step	Description
<b>1. Identification &amp; Communication</b>	During Measurement, Assessment, and Monitoring activities, Momentum documents any identified discrepancies and immediately communicates the discovery to the contract manager.
<b>2. Prioritization</b>	Momentum prioritizes the discrepancy within the current discrepancy/defect/risk/issue backlog. We prioritize based on the potential impact that each discrepancy may have on the project and the priority of that project within the portfolio.
<b>3. CAP Development</b>	Momentum develops a Corrective Action Plan (CAP) that includes the tasks, roles, schedules, and milestones for the correction of each discrepancy.
<b>4. CAP Progress Monitoring and Support</b>	Momentum monitors the progress of CAP execution, captures updates within established project repositories, and reports progress to the contract manager.
<b>5. Discrepancy Resolution</b>	Upon the completion of the CAP, Momentum verifies and validates completion and full resolution of the discrepancy. Momentum then closes the CAP and discrepancy or modifies the CAP to reach resolution.



<p><b>6. Lessons Learned</b></p>	<p>Momentum conducts formal Lessons Learned sessions with the project team and appropriate stakeholders in order to document the circumstances leading to the discrepancy and ways to avoid or lessen the chances of the discrepancy occurring again in the future. We will maintain a Lessons Learned repository to apply to future releases or projects.</p>
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8. **Time Management Plan:** Momentum will create and deliver its initial project plan using Microsoft® Project with the Project Management Plan deliverable. After approval of the initial project schedule, the Momentum business relationship manager will continuously update the schedule to reflect defined tasks and any schedule deviations and will deliver project schedule updates to DDAP bi-weekly for review and comment. Bi-weekly Project Schedule updates will be delivered to DDAP no later than one business day prior to the weekly status meeting scheduled for that week.

**B. IT Service Management**

IT Service Management (ITSM) is a shared service that provides a software tool that can be used by state agencies to manage incidents, service requests, problems, and changes in support of customers and lines of business that interact with the solution. The team recommends using a software tool that is compliant with the Information Technology Infrastructure Library (ITIL). Key features and functions for the service include Incident Management for managing and tracking Incidents; Problem Management for managing problem investigations from detection to eradication (through the ITIL sub-processes of Problem Control, Error Control, and Pro-Active Problem Analysis); Change Management for tracking scheduled and planned infrastructure changes; and Service Level Management for tracking service level commitments with customers.

The team will work closely with DDAP to establish service management processes and procedures that fit the unique qualities of the DDAP organization and the service management software tool of choice to be used for this project. The team will document the proposed service management process, including service commitments, hours of availability, the project team’s responsibilities, and customer responsibilities. The defined service management process will be submitted for final approval to DDAP.



### **C. Status Report**

The Momentum business relationship manager will create and submit a status report to DDAP on a weekly basis that includes:

- Date of the report and period covered by the report
- List of activities and accomplishments for the completed reporting period
- List of planned activities and accomplishments for the next reporting period
- List of risks and proposed mitigation plans that are captured in the Project Log
- List and status of issues requiring DDAP decisions that are captured in the Project Log
- List and status of changes approved by DDAP that are captured in the Project Log
- List of decisions made that are captured in the Project Log
- Updated Project Milestones

The Momentum business relationship manager will deliver the status report at least one business day prior to the weekly status meeting scheduled for that week. During Weekly Status Meetings, the Momentum business relationship manager will review the status report and discuss project needs with DDAP.

### **D. Final Report**

As described within our approaches to Issue Management and Quality Management, Momentum includes the scheduling and execution of lessons learned sessions as a standard step in our processes. Throughout the engagement, Momentum will store all lessons learned outcomes within the Project Log. Roughly three weeks prior to the end of the project, Momentum will compile and organize all lessons learned captured throughout the project into a Project Closure Report. Within the report, Momentum will verify, validate, and, if necessary, modify the root cause analysis and mitigation strategies of lessons learned outcomes to align to the current point in time. The Momentum business relationship manager will schedule and conduct a formal presentation of the Project Closure Report to DDAP within two weeks of the project end date and will deliver the final Project Closure Report that incorporates any feedback obtained during the presentation no later than one week before the project end date.

## VIII. OBJECTIONS AND ADDITIONS TO STANDARD CONTRACT TERMS AND CONDITIONS

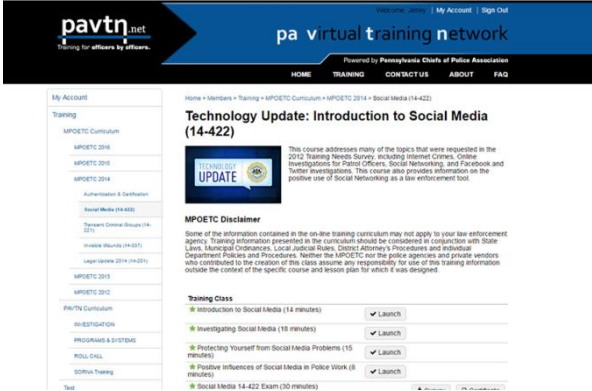
JPL agrees to the terms and conditions outlined in the RFP, but would like to address the following considerations:

- **Data center access** – Our recommended hosting solution for this site has data centers in Washington D.C., Seattle, Washington, and Dallas, Texas. These facilities are SAS Type II, audited, Tier 3 Data Centers with 24/7-armed security, check-in stations at entrances, video surveillance, and a 24-hour staffed network operations center. DDAP has outlined in **Appendix D, Requirements for Non-Commonwealth Hosted Application Services**, section A.6. a requirement for the Commonwealth to review the hosted system’s data center locations and security architecture. JPL will not be personally hosting the solution and using a trusted hosting provider that we have worked with in the past. Therefore, the Commonwealth will need to negotiate access entry into the data centers with JPL’s chosen hosting vendor.
- **Technical consultant with 80%-time commitment for six months to facilitate knowledge transfer** – Our ecoLearn® LMS boasts optimal usability for administrators and end-users. Because of this, our solution does not typically require the support of a technical consultant with 80% dedicated time for 6 months for knowledge transfer. Knowledge transfer and administrator proficiency and confidence are typically achieved through the later implementation and training phases before go-live. At the 60-day post go-live point, we are often only contacted for refinement requests by administrators or refreshers on how to accomplish certain tasks in the system. JPL is ready and willing to provide this level of support, but we are also prepared to negotiate these requirements and costs based on the needs of DDAP during this phase.

## IX. NEXT STEPS

Thank you for the opportunity to propose our approach to creating The Department of Drug and Alcohol Programs’ ISMART solution. Please let us know if you have any questions or require additional information. If possible, we would love to be able to present our team, approach, and capabilities in person. We look forward to working with you.

# APPENDIX B PROJECT REFERENCES RFP 6100050027

<b>Name of Client &amp; Project Title</b>	Pennsylvania Chiefs of Police Association - Pennsylvania Virtual Training Network, PAVTN.Net	
<b>Contract Value</b>	> \$400,000.00 (Total contract costs including initial implementation costs plus ongoing enhancements, course creation, ongoing support, and consulting – 10-year relationship)	
<b>Nature and Scope of Project:</b>	<p><a href="http://www.pavtn.net">www.pavtn.net</a></p> <p>PAVTN.net was initially established as a Moodle LMS in 2010/2011. In 2014 the Pennsylvania Chiefs of Police Association selected JPL's ecoLearn® Learning Management System as the new platform for this heavily used training site. Each approximately 3,000 law enforcement professionals log into PAVTN and complete training that supports their mission to protect and serve. With over 25,000 members (as of January 31 of 2021) and over 50 online courses, PAVTN.net continues to grow in its offerings and its delivery methods. Administrators use ecoLearn® to facilitate learning by managing registration, modifying website content, emailing learners, and running reports. With ecoLearn®, learners can see available training, access their profiles, and print transcripts and certificates.</p> <p>We train officers on topics including investigation, responding to victims, procedural justice, domestic violence, human trafficking, and handling drug overdoses. PAVTN offers a course each year on administering Naloxone, preparing officers to carry the lifesaving drug.</p> <p>PAVTN delivers continuing education credit grades to the Municipal Police Officers' Education and Training Commission's (MPOETC) Training And Certification System (TACS).</p> 	
<b>Project Duration:</b>	<b>Start Date Year:</b> July 2010	<b>End Date Year:</b> Present (ongoing support, enhancements, course creation, and consulting)

**APPENDIX B  
PROJECT REFERENCES**

**RFP 6100050027**

<b>Nature of the Client:</b>	The mission of the PCPA is to promote excellence in leadership and expertise in law enforcement, to advocate for Law Enforcement leaders, and to provide innovative programs and to train their members. The PCPA is a non-profit organization that manages state and federal grants to provide training to officers and services to municipalities in Pennsylvania. The PCPA focuses on developing and sustaining world-class services and capabilities for Pennsylvania's law enforcement agencies.
<b>Nature of Client Audience:</b>	Law Enforcement, School Police, Probation and Parole, and District Attorneys across the Commonwealth.
<b>Number of Users:</b>	25,000 members 4 Administrative Users
<b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b>	<p>The following team members proposed for ISMART led the strategy, execution, and support of the PAVTN.net Learning Management System: Jason McCauslin, Mike Leitzel, Jennifer Kerwin, and Katie Langan.</p> <p>Team efforts included: Application Development, Front End Development, Project Management, Learning Consulting, and Quality Assurance during initial start-up and peak. Ongoing support includes customer support, development of enhancements per request, and technical assistance when escalation is needed.</p>
<b>Client Contact Information:</b>	<p><b>Reference Contacts:</b></p> <p><b>Name:</b> Chris Braun  <b>Title:</b> Technology Coordinator  <b>Department:</b> Pennsylvania Chiefs of Police Association  <b>Full Address:</b> 3905 N Front St, Harrisburg, PA 17110  <b>Telephone:</b> (717) 236-1059  <b>E-mail:</b> <a href="mailto:cjbraun@pachiefs.org">cjbraun@pachiefs.org</a>  <b>Relation/Role to Project:</b> Primary Client</p> <p><b>Name:</b> Scott Bohn  <b>Title:</b> Executive Director  <b>Department:</b> Pennsylvania Chiefs of Police Association  <b>Full Address:</b> 3905 N Front St, Harrisburg, PA 17110  <b>Telephone:</b> (717) 236-1059  <b>E-mail:</b> <a href="mailto:sbohn@pachiefs.org">sbohn@pachiefs.org</a>  <b>Relation/Role to Project:</b> Current Executive Director of PA Chiefs of Police</p>

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<b>Name of Client &amp; Project Title</b>	Northeast Counterdrug Training Centers (NCTC) and the Pennsylvania Department of Military and Veterans Affairs (DMVA) - NCTC Opioid Learning Management System	
<b>Contract Value</b>	\$189,000.00	
<b>Nature and Scope of Project:</b>	<p data-bbox="467 527 805 558"><a href="https://nctc.counterdrug.org/">https://nctc.counterdrug.org/</a></p> <p data-bbox="467 596 1482 835">The Commonwealth of Pennsylvania, Department of Military and Veterans Affairs (DMVA), Pennsylvania Counterdrug Joint Task Force (PA-CJTF), and Northeast Counterdrug Training Center (NCTC) were seeking a robust learning management system (LMS) to provide counterdrug education and training to fight domestic and transnational drug trafficking organizations. The LMS provides the ability for administrators to manage, schedule, facilitate, deliver, track and certify online courses and Instructor Led Training (ILT).</p> <p data-bbox="467 877 1474 1117">From the site, learners can search for classes related to different topics and filter to find where those courses are being delivered in their area. Once registered for a class, the system sends scheduled notifications (approval, event reminders, pre-survey, post-survey, waitlist message, course completion, course cancelation, course certificate, etc.). The system also provides NCTC administrators with advanced reporting capabilities related to the course completion, learner location, and learner categories.</p> <p data-bbox="467 1159 1438 1222">Since the launch of the new site and LMS, thousands of people across the country have signed up and completed courses.</p>	
<b>Project Duration:</b>	<b>Start Date Year:</b> November 2019	<b>End Date Year:</b> Present (ongoing support, enhancements, course creation, and consulting)
<b>Nature of the Client:</b>	The Northeast Counterdrug Training Center provides training in prevention and counterdrug activities to law enforcement agencies and community-based organizations in the Northeastern United States working to reduce the availability of illicit drugs, improve public safety, and diminish drug use in our society. NCTC offers free training for law enforcement personnel as well as other unique support efforts that assist the law enforcement mission.	
<b>Nature of Client Audience:</b>	NCTC serves the following audiences throughout the United States: law enforcement (local, state, federal, tribal), military, community-based organizations, and educators. The provided courses virtually, in-class, and as web-based eLearning.	
<b>Number of Users:</b>	94,000 members (increasing monthly) Approximately 20 administrative users with various levels of security	

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<p><b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b></p>	<p>The following team members proposed for the ISMART project led the strategy, execution, and support of the nctc.counterdrug.org LMS: Jason McCauslin, Mike Leitzel, and Jennifer Kerwin.]</p> <p>Team efforts included: Application Development, Front End Development, Project Management, Learning Consulting, and Quality Assurance during initial start-up and peak. Ongoing support includes customer support, development of enhancements per request, and technical assistance when escalation is needed.</p>
<p><b>Client Contact Information:</b></p>	<p><b>Reference Contacts:</b></p> <p><b>Name:</b> 1LT Katerina Szabo  <b>Title:</b> NCTC Executive Officer  <b>Department:</b> PA Department of Military and Veterans Affairs, PA Counterdrug Joint Task Force  <b>Full Address:</b> Building 8-65 Fort Indiantown Gap, Annville PA 17003-500  <b>Telephone:</b> (717) 861-6049  <b>E-mail:</b> cjbrown@pachiefs.org  <b>Relation/Role to Project:</b> Primary Client</p> <p><b>Name:</b> MSgt Mariko Rauch  <b>Title:</b> Marketing &amp; Media NCO  <b>Department:</b> PA Department of Military and Veterans Affairs   Northeast Counterdrug Training Center  <b>Full Address:</b> Building 8-65 Fort Indiantown Gap, Annville PA 17003-500  <b>Telephone:</b> (717) 861-2070  <b>E-mail:</b> c-marauch@pa.gov  <b>Relation/Role to Project:</b> Content Leader</p>

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<b>Name of Client &amp; Project Title</b>	Pennsylvania Public Utility Commission	
<b>Contract Value</b>	\$202,000.00	
<b>Nature and Scope of Project:</b>	<p><a href="https://www.puc.pa.gov/">https://www.puc.pa.gov/</a></p> <p>JPL defined the SEO and web strategy, content strategy, designed the website, and implemented the Umbraco .Net content management system into a responsive website for mobile. JPL trained client stakeholders to update content using the CMS. JPL continues to provide ongoing maintenance and support.</p> <p>The site has over 3,000 pages offering information to a statewide audience. Over a dozen content contributors make updates to the site on a regular basis. Custom features include the ability to access historic press releases (back to 1998), the ability to create new press releases in the system, and link the new press releases through their Client Relationship Management (CRM) system. Content contributors can create online forms.</p>	
<b>Project Duration:</b>	<b>Start Date Year:</b> 2018	<b>End Date Year:</b> 2020 go live (ongoing support and maintenance)
<b>Nature of the Client:</b>	<p>The Pennsylvania Public Utility Commission oversees the nearly 7,000 entities which provide utility services across the state, including:</p> <ul style="list-style-type: none"> <li>• Electricity</li> <li>• Natural gas</li> <li>• Pipeline transmission of natural gas and hazardous materials</li> <li>• Motor carrier transportation of passengers and property</li> <li>• Railroad crossings</li> <li>• Telecommunications</li> <li>• Water and wastewater collection and disposal</li> </ul>	
<b>Nature of Client Audience:</b>	<p>Commonwealth residents and businesses.</p> <p>The Pennsylvania Public Utility Commission regulates the many essential utility services that Commonwealth residents and businesses rely on every day. The PUC works to ensure safe and reliable electric, natural gas, pipeline, motor carrier, rail, telecommunications, water, and wastewater service at reasonable rates.</p>	
<b>Number of Users:</b>	<p>Site does not require a membership but has a high level of internet traffic - 125,000 to 217,000 visitors per month.</p> <p>20 administrative users – 8 different levels of security for administration types.</p>	



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<p><b># &amp; Composition of Vendor Employees &amp; Consultants Assigned:</b></p>	<p>The following team members proposed for the ISMART project led the strategy, execution, and support of the PA PUC project: Jason McCauslin and Mike Leitzel</p> <p>Team efforts included: Application Development, Front End Development, Project Management, and Quality Assurance during initial start-up and peak. Ongoing support includes customer support, development of enhancements per request, and technical assistance when escalation is needed.</p>
<p><b>Client Contact Information:</b></p>	<p><b>Reference Contacts:</b></p> <p><b>Name:</b> Tom Charles  <b>Title:</b> Director of Communications  <b>Department:</b> Pennsylvania Public Utility Commission  <b>Full Address:</b>  PA PUC, Keystone Building  400 North St, Harrisburg, PA 17120  <b>Telephone:</b> 1-800-692-7380  <b>E-mail:</b> thcharles@pa.gov  <b>Relation/Role to Project:</b> Primary Client</p> <p><b>Name:</b> Cyndi Page  <b>Title:</b> Senior Communications Specialist  <b>Department:</b> Pennsylvania Public Utility Commission  <b>Full Address:</b>  PA PUC, Keystone Building  400 North St, Harrisburg, PA 17120  <b>Telephone:</b> 1-800-692-7380  <b>E-mail:</b> cypage@pa.gov  <b>Relation/Role to Project:</b> Primary Client, Subject Matter Expert, Primary Content Author</p>

**APPENDIX C  
PERSONNEL EXPERIENCE BY POSITION  
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POSITION	PERSONNEL NAME	COMMITMENT (Estimated level of commitment during peak project phases)	LOCATION	BACKUP PERSONNEL NAME	PERSONNEL EXPERIENCE			
					# YEARS PRIOR EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
Business Relationship Manager	Kathy Kieffer	100%	2120 Market Street, Ste. 100, Camp Hill, PA 17011	N/A	8 Years	Ms. Kieffer is an experienced IT professional with more than 8 years of Project Management and Business Relationship Management experience, performing in both commercial and public sectors. Ms. Kieffer has managed stakeholders and business partners, consulted with executives and client leaders to understand the business environment, and provide proactive, strategic IT consultation and solutions. Her experience includes the implementation and sustainment of an Electronic Learning Management System (eLMS) and web-based training for Pennsylvania Liquor Control Board (PLCB) licensees where she managed stakeholders and business partners who provided the eLMS, web interface, and hosting services while also documenting and managing requirements, managing user acceptance testing, assessing readiness for system implementations/upgrades, managing system sustainment activities, and more.	Master of Science in Business, Communications and Human Relations, 1984  Bachelor of Science in Child Development, 1976	<ul style="list-style-type: none"> <li>• ITILv3® Foundations</li> <li>• Certified Scrum Master (CSM)</li> <li>• Lean Six Sigma Black Belt for Government</li> <li>• Certified Kaizen Facilitator (CFK)™</li> <li>• Certified SAFe® Agilist (SA)</li> <li>• Prosci® Certified Change Practitioner (PCCP)</li> <li>• Certified Skillscope® Facilitator</li> </ul>
Technical Consultant/ Application Developer	Mike Leitzel	75%	471 JPL Wick Drive, Harrisburg, PA 17111	N/A	15 Years	Mike's career has been steeped in software development for over 25 years. Mike has worked with JPL since 2006. He is an excellent problem solver providing unique solutions to complex application development problems. He is a Microsoft Certified Professional and is proficient in .NET Development. He also has led many EDI teams using SQL Server, serving as DBA as well as developer. Recently, Mike has focused efforts toward leading JPL in our .Net CMS of choice, Umbraco. He leads a team that has developed website applications, including our learning management system ecoLearn® which is built on top of Umbraco. Mike served as a lead technology consultant and developer implementing Umbraco for the Ski Blue Mountain, Modjeski, and Masters and Plantfood websites. In addition, he has led the learning management implementations for the Pa Chiefs of Police Association, the Diocese of Harrisburg, and Driving Dynamics.	Bachelor of Science in Computer Science, Bloomsburg University	<ul style="list-style-type: none"> <li>• Microsoft Certified Professional</li> </ul>

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POSITION	PERSONNEL NAME	COMMITMENT (Estimated level of commitment during peak project phases)	LOCATION	BACKUP PERSONNEL NAME	PERSONNEL EXPERIENCE			
					# YEARS PRIOR EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
Lead Application Developer	Jason McCauslin	75%	471 JPL Wick Drive, Harrisburg, PA 17111	N/A	15 Years	<p>Jason has worked at JPL since 2006. His technical experience includes:</p> <ul style="list-style-type: none"> <li>• Designing and developing web applications on the full Microsoft stack ASP.NET, MVC, Web API</li> <li>• Designing and developing mobile applications using Cordova and Xamarin</li> <li>• Developing dynamic front-end with HTML, javascript, and frameworks including Angularjs.</li> <li>• Designing and developing high volume, high-performance databases in SQL Server.</li> <li>• Developing and supporting sites using CMS systems such as SiteCore, Umbraco, Ektron/Episerver CMS.</li> </ul> <p>Jason also has experience debugging memory management issues in Microsoft solutions using WinDbg and SOS. He also serves as an instructor, teaching MCSD and MCDBA.</p>	Shippensburg University	<ul style="list-style-type: none"> <li>• MCT (Microsoft Certified Trainer), 1999</li> </ul>
Learning and Technology Analyst	Jennifer Kerwin	80%	471 JPL Wick Drive, Harrisburg, PA 17111	N/A	13 Years	<p>Jennifer has worked with JPL since 2008, developing learning content and managing learning solutions. Prior to JPL, she served as an instructional designer and training consultant focused on customer service, leadership development, and other corporate training topics. At JPL, Jenny worked closely with the Pennsylvania Chiefs of Police Association to design and develop the Pennsylvania Virtual Training Network – PaVTN.net. Jennifer provides project and account management and consulting for all ecoLearn® solutions. Jenny advocates using blended learning programs and learning support tools to improve organizational performance.</p>	Bachelor of Arts in Communications from Mansfield University	

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					# YEARS PRIOR EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
Visual Design Director	Melissa Wimbish	15%	471 JPL Wick Drive, Harrisburg, PA 17111	N/A	20 Years	As the visual design director, Melissa uses strategic, conceptual, and visual storytelling skills to achieve desired learning and communications outcomes. She leads with a core understanding of users and brings digital experiences to life across various devices, products, and projects. She ensures all design systems are high quality, inspirational, rational, and innovative. Since joining JPL, Melissa has led UI/UX designs for clients across many different industries, including the Pa Chiefs of Police Association, Constellations Brands, and the Hershey Company. Her work on educational websites and online learning experiences has earned a number of industry awards. Prior to joining JPL, Melissa designed websites, marketing materials, and multimedia communications for a leading creative agency. Melissa holds a graphic design degree from Harrisburg Area Community College.	Associate in Arts, Visual Arts Graphic Design, Harrisburg Area Community College, 1990	<ul style="list-style-type: none"> <li>• Adobe Photoshop</li> <li>• Adobe Illustrator</li> <li>• Adobe InDesign</li> <li>• Adobe Audition</li> <li>• Branding</li> <li>• Concept Development</li> </ul>
UI/UX Developer	Jerry Bellew	40%	28 South Potomac St. 4th Floor Hagerstown, MD 21740	N/A	9 Years	In his role, Jerry leads clients and teams through a strategic and systematic process for designing engaging user experiences. These processes involve defining information architecture, user flows, and wireframes. Since joining JPL, Jerry has designed user interfaces for websites, software applications, and learning content for clients such as APL Maritime, PHRP Online Training, and the American Board of Family Medicine. He is experienced in responsive coding and works seamlessly with application developers to ensure his designs are realized across a variety of screen sizes and browser types. Jerry is also an expert in designing for accessibility and 508 compliance. Prior to joining JPL, Jerry designed and developed websites for a variety of commercial clients.	Associate of Specialized Technology, Graphic Design, Bradley Academy for the Visual Arts (Art Institute of York), 2007	<ul style="list-style-type: none"> <li>• UI/UX Strategy</li> <li>• Front-End Development</li> <li>• Responsive Coding</li> <li>• Adobe Illustrator</li> <li>• Adobe Photoshop</li> </ul>

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POSITION	PERSONNEL NAME	COMMITMENT (Estimated level of commitment during peak project phases)	LOCATION	BACKUP PERSONNEL NAME	PERSONNEL EXPERIENCE			
					# YEARS PRIOR EXPERIENCE IN POSITION	OTHER RELEVANT EXPERIENCE	EDUCATION	OTHER PROFESSIONAL QUALIFICATIONS
Learning Quality & Support Specialist	Katie Langan	80%	471 JPL Wick Drive, Harrisburg, PA 17111	N/A	8 Years	<p>Katie has been with JPL since 2013 and plays a key role in providing quality assurance (QA) and end-user support for JPL's ecoLearn® Learning Management System (LMS) and applications. In her current role, Katie supports technical account managers and project managers with technical documentation, including the creation of functional requirements, wireframes, sitemaps, and content outlines. She also provides quality assurance throughout the project lifecycle and creates test plans and/or test cases for quality assurance.</p> <p>Prior to joining JPL, Katie was a system trainer/consultant for CIBER, where she provided training to the Administrative Office of PA Courts. She was also an application trainer and QA tester for Diversified Data Systems and worked extensively for the PA Department of Transportation.</p>	Harrisburg Area Community College, 1990	<ul style="list-style-type: none"> <li>• Software Applications Training</li> <li>• Instructional Design</li> <li>• Test Case Development</li> <li>• Adobe RoboHelp</li> <li>• Microsoft Office Suite</li> </ul>

APPENDIX E  
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Cloud Services Requirements

Offeror/Contractors proposing solutions that include cloud services must respond to the questions included in this document. The purpose of this document is to gain the necessary information from the Offeror/Contractor to fully understand and evaluate the cloud service being proposed.

Offeror/Contractor shall describe if any part of the proposed cloud service is provided by another third party or subcontractor. The ability of each subcontractor to meet these Cloud Services Requirements must be incorporated into this document.

Offeror/Contractor may add a separate attachment or denote responses as "Offeror/Contractor" or "Name of Subcontractor".

**If using links in Offeror/Contractor Response column, please provide specific reference point that addresses the question.**

REQ #	Category	Question	Offeror/Contractor Response
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1	<b>General</b>	<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"> <li>• <b>Solution Component(s)</b> – SKU/Product Titles and/or Resources utilized by solution provider</li> <li>• <b>Solution Environment(s)</b> – Which public cloud provider, which private cloud stack, and/or who’s datacenter for traditional hosting of components.</li> <li>• <b>Solution Operator(s)</b> – Organizational name of the Service Organization and any Subservice Organizations actively supporting the proposed solution.</li> </ul>	<p>The solution will be hosted on Amazon Web Services (EC2, RDS, S3).</p> <p>The solution will use SendGrid Email Services.</p> <p>A certified AWS Solutions Architect will support and maintain the servers.</p>
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2	<b>General</b>	<p>Offeror/Contractor shall describe if the proposed cloud service is a dedicated single tenant or shared (multi-tenant) cloud solution.</p> <p>If multi-tenant, Offeror/Contractor shall describe the security controls to isolate the tenants.</p>	<p>Server instances will use the AWS shared-tenancy model. Instances will be isolated at the hypervisor level, in a virtual network (VPC) that is logically isolated from all other virtual networks in the cloud. The RDS instance will be located on a private subnet within the VPC, making it available only to the web server and other AWS resources with roles/policies providing access. Security groups and security group rules will be established to explicitly allow access to only the protocols and ports necessary.</p> <p>There will be two environments, Test and Production, confined to a Virtual Private Cloud. A third environment is provisioned for JPL's internal testing and will not be publicly available.</p>
3	<b>General</b>	<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"> <li>• Availability</li> <li>• Performance</li> <li>• Disaster Recovery expectations (RTO/RPO)</li> </ul>	<p>JPL will provide a steady uptime of 99.9% on a 24-hour per day, 7 days per week basis. The sole remedy for downtime greater than 0.1% over a 12-month period is a prorated credit for the number of hours of unscheduled downtime credited towards a</p>



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		<ul style="list-style-type: none"><li>• Pandemic Recovery expectations</li><li>• Location of the data Primary/Secondary (if applicable?)</li><li>• Access to the data</li><li>• Portability of the data (ability to move data to a different hosting provider)</li><li>• Metrics used to measure the service, e.g. service level objectives</li></ul>	<p>future invoice. Upon request, JPL can provide statistical reports and historical graphs of Production server up-time.</p> <p>Data will reside in the northeast United States region. Root access to data is limited to a small team of developers that work on the project at JPL. Data will be stored in a MSSQL database and easily ported to another hosting provider if necessary.</p> <p>A standby replica of the database instance will be available in a second AWS availability zone. In the event of an RDS outage, planned or unplanned, AWS RDS will automatically switch over to the standby instance. Failover typically only takes one to two minutes. A primary web server will handle web traffic with a secondary web server available with a failover policy. Health checks will monitor the primary endpoint routing traffic to the secondary server in the event the primary server becomes unresponsive.</p> <p>Standard monitoring includes:</p>
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			<ul style="list-style-type: none"> <li>• Data Backup Health</li> <li>• File Backup Health</li> <li>• CPU Usage</li> <li>• Disk Space</li> <li>• Load</li> <li>• Memory Usage</li> <li>• SSL Expiration</li> </ul>								
4	<b>General</b>	<p>Offeror/Contractor shall describe controls for record retention and data destruction of data past retention period in accordance with <a href="#">ITP-SEC019 Policy and Procedures for Protecting Commonwealth Data</a> and <a href="#">ITP-SEC015 Data Cleansing Policy</a>.</p> <p>Offeror/Contractor shall describe how they will confirm that the data has been destroyed. Commonwealth preference is certified letter(s) of confirmation at end of contract and quarterly for aged data.</p>	<p><b>Backups and Recovery</b></p> <p>Production databases are backed up using RDS automated backup which enables point-in-time recovery for a 21-day period. Web server snapshots are taken daily and retained for 14 days.</p> <p><b>Disaster Recovery</b></p> <p>In the event a server becomes unresponsive, JPL can establish a new machine and import a data backup. The worst-case scenario in the event of a failure is that a web server could be rebuilt from a backup snapshot with a max age of 23 hours, 59 minutes.</p> <p><b>Distribution of Responsibilities for Backups</b></p> <table border="1" data-bbox="1430 1339 1841 1446"> <thead> <tr> <th>Item</th> <th>JPL</th> <th>AW S</th> <th>Git Hu</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item	JPL	AW S	Git Hu				
Item	JPL	AW S	Git Hu								

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							<b>b</b>		
						Data Backups (21-day PITR)	X	X	
						File Backups (Daily)	X	X	
						Code Storage	X		X
					<p><b>Software Patches and Updates</b></p> <p>JPL personnel will initiate updates to Microsoft Windows and Microsoft SQL Server, on a monthly basis. If an update is necessary, the new version will be installed, tested, and proven on our Staging servers before being updated in the Test and Production environments. Updates typically do not require downtime outside of an occasional server restart.</p> <p><b>Hosting Infrastructure</b></p>				

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			<p>The items listed in the table below represent core web services.</p> <p><b>Distribution of Responsibilities for Hosting Infrastructure</b></p> <table border="1"> <thead> <tr> <th>Item</th> <th>JPL</th> <th>A W S</th> <th>Send Grid</th> </tr> </thead> <tbody> <tr> <td>Web and Data Services</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Firewall</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Internet Service</td> <td></td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Bandwidth</td> <td></td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Uptime</td> <td></td> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td>Email Service</td> <td style="text-align: center;">X</td> <td></td> <td style="text-align: center;">X</td> </tr> </tbody> </table>	Item	JPL	A W S	Send Grid	Web and Data Services	X	X		Firewall	X	X		Internet Service		X		Bandwidth		X		Uptime		X		Email Service	X		X
Item	JPL	A W S	Send Grid																												
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Bandwidth		X																													
Uptime		X																													
Email Service	X		X																												

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5	<b>General</b>	<p>Offeror/Contractor shall, upon contract expiration or at any other time at the written request of the Commonwealth, return to the Commonwealth all of its data (and all copies of this information) in a format agreed to by the Commonwealth.</p> <p>Offeror/Contractor shall provide method of export of Commonwealth data during the contract term.</p>	<p>Data, code, and accompanying files will be exported and shared through JPL's secure file storage system (<a href="#">Egnyte</a>).</p>
6	<b>General</b>	<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"> <li>• Service Model</li> <li>• Deployment Model</li> <li>• Impact Level</li> <li>• Independent Assessor</li> <li>• Authorization Date</li> <li>• Service Description</li> <li>• Agencies using this service</li> </ul>	<p><a href="#">AWS US East-West</a> (Northern Virginia, Ohio, Oregon, Northern California) has been granted a Joint Authorization Board Provisional Authority-To- Operate (JAB P-ATO) and multiple Agency Authorizations (A-ATO) for moderate impact level. The services in scope of the AWS US East-West JAB P-ATO boundary at Moderate baseline security categorization can be found within <a href="#">AWS Services in Scope by Compliance Program</a>.</p> <p>See <a href="#">AWS FedRamp Compliance</a></p>

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7	<b>General</b>	<p>Offeror/Contractor shall indicate if the following NIST guidelines are adhered to:</p> <ul style="list-style-type: none"><li>• NIST SP 800-53 Assessing Security and Privacy Controls in FIS organizations</li><li>• NIST SP 800-63 Digital Identity Guidelines</li><li>• NIST SP 800-92 Guide to Computer Security Log Management</li><li>• NIST SP 800-144 Guideline on Security and Privacy in Public Cloud Computing</li><li>• NIST SP 800-145 NIST Definition of Cloud Computing and Deployment Models</li><li>• NIST SP 800-146 NIST Cloud Computing Synopsis and Recommendations</li><li>• Please also indicate if other NIST guidelines apply to the proposed cloud service.</li></ul>	<p>See <a href="#">AWS NIST Compliance</a></p> <p>The last page of this whitepaper provides a third-party auditor letter attesting to the AWS Cloud services conformance to NIST CSF risk management practices, AWS part of the Shared Responsibility Model</p> <p><a href="https://d1.awsstatic.com/whitepapers/compliance/NIST_Cybersecurity_Framework_CSF.pdf">https://d1.awsstatic.com/whitepapers/compliance/NIST_Cybersecurity_Framework_CSF.pdf</a></p>
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8	<b>General</b>	<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>	<p>JPL will respond to server alerts to resolve issues. Maintenance is offered by JPL staff Monday through Friday, 9:00am to 5:00pm EST (major holidays are considered "non-business" days).</p> <p>Outside of normal business hours, server level issues can be reported to JPL technical support staff via email. JPL will evaluate the situation, determine the level of effort required to resolve the issue, and respond with an estimate regarding the total time expected to restore services. Response time will be minimal but subject to regular business hours.</p> <p>All support services occur within the United States.</p>
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9	<b>Regulatory Compliance Verification</b>	<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"> <li>• CJIS and CHRIA for criminal history data</li> <li>• HIPAA for health-related data</li> <li>• IRS Pub 1075 and SSA for federal protected data</li> <li>• PCI-DSS for financial data</li> </ul> <p>Offeror/Contractor shall provide certifications or letters of attestation for any deemed applicable to the proposed cloud service.</p>	<p>As indicated by the requirements, JPL is not expecting the solution to need the compliances. In the event that these compliances are required links to the AWS documentation regarding these have been provided.</p> <p><a href="#">Using AWS GovCloud (US) for Criminal Justice Information Solutions</a></p> <p><a href="#">HIPAA Compliance</a></p> <p><a href="#">IRS Pub 1075 and SSA for federal protected data</a></p> <p><a href="#">PCI-DSS for financial data</a></p>
10	<b>Data Storage Provisioning (ITP-BUS011 CSR-L3)</b>	<p>Offeror/Contractor shall ensure that under no circumstances will Commonwealth data be directly or indirectly transmitted or downloaded to, stored in, or accessible from any location that is not subject to the laws and jurisdiction of the United States.</p>	<p>The solution be hosted in datacenters in the northeastern United States.</p>



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11	<b>Data Hosting (ITP-BUS011 CSR-L4)</b>	<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"><li>• Offeror/Contractor shall describe which data centers are intended for use with the proposed cloud service.</li><li>• 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.</li><li>• 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.</li></ul>	<p>JPL personnel will initiate updates to Windows and IIS on a monthly basis. MSSQL patches are applied automatically by AWS's RDS service. If an update is necessary, the new version will be installed, tested, and proven on our internal servers before being updated in the Test and Production environments. Updates typically do not require downtime outside of an occasional server restart.</p> <p><a href="#">AWS Data Centers</a></p>
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12	<p><b>SOC Reporting (ITP-BUS011 CSR-L5)</b></p>	<p>Offeror/Contractor shall provide relevant SOC reports, which have been performed by an independent CPA-certified auditor, for the proposed cloud service. Reports should be submitted to the Contract Manager. <a href="#">Link to OPD BUS011B SOC Reporting Procedures</a></p> <p><b>SOC 3 Report</b> 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><b>SOC 1 TYPE II Report</b> is required under the following conditions:</p> <ul style="list-style-type: none"> <li>• The service organization is <b>hosting financial information</b> that could affect or have a material impact on a Commonwealth agency's financial statements and/or reporting.</li> <li>• Compliance mandate for federal or state audit requirements and/or policy.</li> <li>• A third-party provides financial service(s) (such as, but not limited to, payroll processing, accounts receivable, payable, or collection service).</li> </ul> <p><b>SOC 2 TYPE II Report</b> is required under the following conditions:</p> <ul style="list-style-type: none"> <li>• The service organization is <b>hosting, handling, or processing confidential or sensitive data/information</b> (as defined in <a href="#">ITP-SEC019 Policy and Procedures for Protecting Commonwealth Electronic Data</a>).</li> </ul> <p>Compliance mandated with federal or state audit requirements and/or policy.</p>	<p>SOC information from <a href="#">AWS SOC FAQ</a>.</p> <p>AWS System and Organization Controls (SOC) Reports are independent third-party examination reports that demonstrate how AWS achieves key compliance controls and objectives. The purpose of these reports is to help you and your auditors understand the AWS controls established to support operations and compliance. There are five AWS SOC Reports:</p> <ul style="list-style-type: none"> <li>• AWS SOC 1 Report, available to AWS customers from <a href="#">AWS Artifact</a>.</li> <li>• AWS SOC 2 Security, Availability &amp; Confidentiality Report, available to AWS customers from <a href="#">AWS Artifact</a>.</li> <li>• AWS SOC 2 Security, Availability &amp; Confidentiality Report available to AWS customers from <a href="#">AWS Artifact</a> (scope includes Amazon DocumentDB only).</li> <li>• AWS SOC 2 Privacy Type I Report, available to AWS customers from <a href="#">AWS Artifact</a>.</li> <li>• AWS SOC 3 Security, Availability &amp; Confidentiality Report, <a href="#">publicly available as a whitepaper</a>.</li> </ul>
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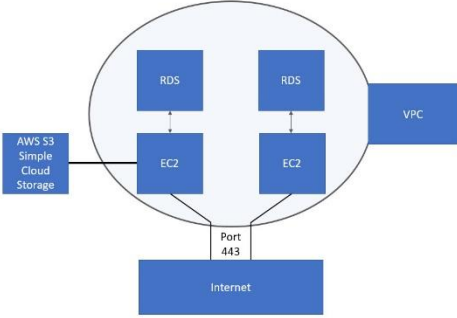
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13	<p><b>System Monitoring Audit Logging (ITP-BUS011 CSR-S1)</b></p>	<p>Commonwealth policy requirements:</p> <ul style="list-style-type: none"> <li>• Audit logging must be enabled and accessible to the Commonwealth (Information Security Office or designee)</li> <li>• Verbose logging is required</li> <li>• 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).</li> <li>• 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.       <ol style="list-style-type: none"> <li>a. Offeror/Contractor shall review and evaluate the system monitoring and audit logging requirements listed in <a href="#">ITP-BUS011 Section 4.2</a> 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.</li> <li>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</li> </ol> </li> </ul>	<p>JPL typically uses AWS CloudTrail for auditing and reporting needs that are requested.</p> <p><i>“AWS CloudTrail is an AWS service that helps you enable governance, compliance, and operational and risk auditing of your AWS account. Actions taken by a user, role, or an AWS service are recorded as events in CloudTrail. Events include actions taken in the AWS Management Console, AWS Command Line Interface, and AWS SDKs and APIs.”</i></p> <p>Audit logs will be available to identified Commonwealth personnel.</p> <p>Detailed information about AWS CloudTrail, including examples can be found <a href="#">here</a>.</p>
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		<p>direct access, available only upon request, or other.</p> <ul style="list-style-type: none"><li>c. Offeror/Contractor shall provide an example of the logs to show what level of detail is available.</li><li>d. Offeror/Contractor shall describe if any dashboards and/or analytics are in place for Commonwealth ISO use.</li><li>e. Offeror/Contractor shall provide examples of monthly reporting.</li><li>f. Offeror/Contractor shall provide examples of annual reporting.</li><li>g. Offeror/Contractor shall define their continuous monitoring strategy, including measures, metrics and control assessments including frequencies.</li><li>h. Offeror/Contractor shall provide examples of log review, contingency plan testing, incident response plan testing and vulnerability scans</li><li>i. Offeror/Contractor shall describe responses to assessment findings, threshold alerts, decisions to either mitigate, transfer or accept risks related to identified vulnerabilities</li><li>j. Offeror/Contractor shall describe method of access for all of the above.</li></ul>	
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<p>14</p>	<p><b>Data Segmentation Boundary Protection (ITP-BUS011 CSR-S2)</b></p>	<p>Offeror/Contractor shall provide a network/architecture diagram showing what security and technical controls are performing the network segmentation within the cloud service offering and including any connectivity to the Commonwealth’s network (e.g. border gateway, perimeter and/or network firewall, web application firewall, VPN tunnels, security zone access, as applicable)</p> <p>Offeror/Contractor shall describe how data segregation (physically or logically) of Commonwealth data from non- Commonwealth data is guaranteed.</p> <p>Offeror/Contractor shall maintain the diagram throughout the contract term and provide updates if changes occur.</p>	
<p>15</p>	<p><b>Endpoint Protection (ITP-BUS011 CSR-S3)</b></p>	<p>Offeror/Contractor shall provide and manage security controls. These are required to identify attacks, identify changes to files, protect against malware, protect user web services, Data Loss Prevention (DLP).</p> <p>Offeror/Contractor shall describe which of these security controls are included in the proposed cloud service and how these additional controls would generate a notification to the Commonwealth. Please indicate if any are not used and also if any are used that are not listed below.</p> <ul style="list-style-type: none"> <li>○ File Monitoring controls</li> <li>○ Antivirus controls</li> <li>○ Cloud Aware IDS/IPS</li> </ul>	<p>Endpoint Protection services and offerings vary. JPL has identified several that work well with AWS and meet the needs of our clients’ online systems.</p> <p>To recommend and select an endpoint protection service and provide detailed information regarding security controls JPL requires additional information about the needs of the DDAP system. This information will be provided upon Endpoint Protection service selection.</p>

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		<ul style="list-style-type: none"> <li>○ DLP controls</li> <li>○ Forensic controls</li> <li>○ Advanced Persistent Threat (APT) controls</li> </ul>	
16	<p><b>Encryption (ITP-BUS011 CSR-S4)</b></p>	<p>Commonwealth policy requires the vendor to comply with SEC020, SEC031, and SEC019 encryption policies and minimum standards with the proposed cloud service.</p> <p>Encryption technical controls are required to protect data in transit and data at rest.</p> <p><a href="#">Link to SEC020 Encryption Standards Data at Rest</a> <a href="#">Link to SEC031 Encryption Standards Data in Transit</a> <a href="#">Link to SEC019 Protection of Commonwealth Data</a></p> <p>Offeror/Contractor shall describe what encryption protocols are used to secure data in transit, file uploads or transfers.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data at rest. Describe how those encryption keys are managed.</p> <p>Offeror/Contractor shall describe what encryption technology is used for data backup and recovery. Describe how those encryption keys are managed.</p> <p>If databases are used, describe what level of encryption is applied.</p>	<p>For data encryption in transit, we will use SSL/TLS to encrypt connections between the applications and the RDS DB instance running Microsoft SQL Server. An Amazon RDS SSL certificate includes the DB instance endpoint as the Common Name (CN) for the SSL certificate to guard against spoofing attacks. We will force SSL for all connections.</p> <p>Data will be encrypted at rest. The Amazon RDS encrypted DB instance will use the industry standard AES-256 encryption algorithm to encrypt data on the server that hosts the Amazon RDS DB instance. Once the data is encrypted, Amazon RDS handles authentication of access and decryption of the data.</p> <p>The Amazon RDS instance automatically integrates with AWS Key Management Service for key management and uses envelope encryption. AWS KMS is a managed service that creates</p>

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			<p>and controls customer master keys (CMKs), the encryption keys used to encrypt the data. AWS KMS CMKs are protected by hardware security modules that are validated by the FIPS 140-2 Cryptographic Module Validation Program. Master keys stored in AWS KMS never leave the AWS KMS FIPS validated hardware security modules unencrypted. Audit logs of every action taken with an AWS managed CMK are available in AWS CloudTrail.</p>
17	<p><b>Identity and Access Management (ITP-BUS011 CSR-S5)</b></p>	<p>Offeror/Contractor must provide technical controls for authenticating users, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet users, and internal users.</p> <p>Offeror/Contractor must describe reporting and audit mechanism for new staff, access changes, and deprovisioning of Offeror/Contractor staff.</p> <p>Offeror/Contractor must support use of Commonwealth Authentication services and Commonwealth Multi-Factor Authentication services.</p> <p>If cloud service is accessed by Commonwealth employees, Offeror/Contractor shall indicate if they can support Microsoft Azure Active Directory (AAD) or integration with ADFS.</p>	<p><a href="#">AWS Polices and Permissions in IAM</a></p> <p>End users of the website will be able to use Keystone login.</p> <p>The solution can support Microsoft Azure Active Directory (AAD) or integration with ADFS.</p>

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		<p>If cloud service is accessed by citizens or business partners, Offeror/Contractor shall indicate if they can support use of Keystone Login.</p> <p>If Offeror/Contractor cannot support use of Commonwealth authentication methods, Offeror/Contractor shall describe the technical controls used for authenticating users, multifactor services, provisioning and deprovisioning users, identity interaction and nonrepudiation needs for admins, internet user, internal users, etc.</p>	
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18	<b>Vulnerability Assessment (ITP-BUS01 1 CSR-S6)</b>	<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"> <li>a) Offeror/Contractor shall ensure cloud hosted application(s) are securely coded, vetted, and scanned.</li> <li>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.</li> <li>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></li> <li>d) Offeror/Contractor shall be able to identify and validate vulnerabilities required for remediation and provide a mitigation plan and timeline to the Commonwealth.</li> </ul> <p>Offeror/Contractor shall ensure patching is up to date.</p>	<p>JPL will use <a href="#">Zed Attack Proxy (ZAP)</a> to detect OWASP Top 10 vulnerabilities and provide the required reports.</p> <p>Per Commonwealth requirements, we will work with CoreBTX to provide applicable vulnerability assessments and reports. CoreBTS will be providing security assessment and penetration testing for JPL's network infrastructure in Q2, 2021.</p>
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19	<p><b>Data Protection Recovery (ITP-BUS011 CSR-S7)</b></p>	<p>Offeror/Contractor shall provide a <b>business continuity plan</b> 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"> <li>○ Data / Database Recovery</li> <li>○ Application Recovery</li> <li>○ Operating System Recovery</li> <li>○ Infrastructure Recovery</li> </ul> <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>	<p>In the event a server becomes unresponsive, JPL can establish a new machine and import a data backup.</p> <p>Please see provided documentation:</p> <p><b>JPL-Emergency-Preparedness_September_2019.pdf</b></p> <p><b>JPL-Disaster-Recovery-Doc v1.3.pdf</b></p>
20	<p><b>Compliance (ITP-BUS011 CSR-S8)</b></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>See <a href="#">AWS NIST Compliance</a></p>

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		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.	
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21	<b>Security Incident Handling (ITP-BUS011 CSR-S9)</b>	<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"> <li>• Unauthorized system access must be reported to the Commonwealth within 48 hours.</li> <li>• 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.</li> <li>• The Commonwealth will provide escalation contacts and resource account to be used for notification purposes.</li> <li>• 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.</li> </ul> <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,</p>	<p>JPL shall agree to monitor, prevent, and deter unauthorized system access as per the requirements outlined below.</p> <p>The following Incident Management information is also included in the Technical Response.</p> <p><b>Incident Management:</b> For tickets submitted to the designated email, the reporter will immediately receive an automated response. A support agent will respond within 24 business hours with one of the following responses:</p> <ul style="list-style-type: none"> <li>• A request for more details from the reporter (the agent does not fully understand the problem)</li> <li>• Explain that the issue is being investigated or</li> </ul>
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		<p>expected timeframes from time of impact to resolution, etc.</p>	<p>resolved by a developer (a technical issue exists)</p> <ul style="list-style-type: none"><li>• An explanation on how the issue can be resolved immediately (no development needed)</li><li>• Re-route the user's request to personnel that can answer questions related to the inquiry</li></ul> <p>Urgent issues that interrupt the use of the site and have no workaround can usually be resolved in 1-3 business days. For non-urgent issues, a release schedule will be established so that requests get pushed to the Production environment at a satisfactory interval.</p> <p><b>Issue classifications:</b></p>
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			<ul style="list-style-type: none"><li>• Parent issues (epic issues) represent high-level initiatives or bigger pieces of work for the JPL team (updates to requirements, site errors that prevent use)</li><li>• Standard issues represent regular business tasks. Examples of standard issues may be requests by your administration team for simple updates to the site, escalated technical support issues, or investigation of a member issue</li></ul>
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22	<b>Inventory (ITP-BUS011 CSR-S10)</b>	<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>	Resources in AWS will tagged with a corresponding client code and can be listed and exported by way of simple search.
23	<b>Data Backup and Recovery (Hosting Terms)</b>	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	See below.

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		<p>industry best practices and encryption techniques in accordance with Commonwealth retention requirements.</p> <p>Offeror/Contractor shall describe its backup and archival process including but not limited to the following:</p> <ul style="list-style-type: none"><li>• What is the length of time backups are available?</li><li>• Do you perform test restores?</li><li>• What archival backup/restore/versioning is part of the agreement and what actions require any additional service fees?</li><li>• 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.</li><li>• Is storage of backup media offsite provided? If so, for how long?</li><li>• Location of backups and key management and storage for any backup encryption keys.</li></ul>	<p>Production databases are backed up using RDS automated backup which enables point-in-time recovery for a 21-day period. Web server snapshots are taken daily and retained for 14 days.</p> <p>A more robust backup solution can be discussed if necessary (i.e.: longer retention periods, long-term cold storage, warm sites, etc.). Additional backup infrastructure will necessitate an increase in cost.</p>
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Category	Business Requirements	Requirement Type	How is requirement met?	Comments
Attendance	The solution shall provide a functionality that restricts class registration when a student user has an outstanding balance due on their account. The student user shall be able to log in, but shall be taken directly to a payment page that will include a message regarding the amount of the outstanding balance owed and what it is for. Once the balance is paid, full access shall be automatically restored.	Critical	Out of the box	
Attendance	The solution shall provide a functionality that has the ability to create, manage, and have access to training transcripts and continuing education credits.	Critical	Out of the box	
Attendance	The solution shall require attendance to be entered for a course certificate to be issued. The training requestor shall be able to enter attendance for events they scheduled. The solution shall allow copies of signed attendance sheets to be uploaded. - OR - the solution shall allow for an automated verification of each student user's attendance for the duration of the class to be required for a certificate to be issued.	Critical	Out of the box	We support printing attendance sheets and allowing an admin to report attendance, but next version will allow trainer to take attendance electronically.
Attendance	The solution shall have the capability for the training requestor to enter the minimum number of students required to be registered for a class by a specific date.	Critical	Out of the box	
Attendance	The solution shall have the capability to provide an automated notification to DDAP and training requestor by a date specified when a scheduled class does not have the minimum number of required student users registered.	Critical	Out of the box	
Attendance	The solution shall provide an automated update of the student user's attendance status as Complete, Incomplete, or No Show. No Show shall be assigned if the student user was registered for a course and did not attend without formal cancellation.	Critical	Out of the box	
Attendance	The solution shall have the capability to assess a penalty fee for student user's whose attendance status for a class was "No Show". The penalty fee shall be a flat rate or a percentage of the class fee and restrict the student user's account.	Critical	Configurable setting	
Attendance	The solution shall have the capability for a student user to request to be on a waiting list for a scheduled class with open registration that has reached full capacity. The student user shall receive an appropriate message.	Desirable	Out of the box	
Attendance	The solution shall monitor a waiting list for scheduled classes. If a seat opens for a class with a waitlist, the solution shall send an automated notification to the first student user on the list offering them the seat.	Desirable	Configurable setting	Our solution will send an email to all students on the waiting list, not the first who signed up for the waiting list. We have found that this enables the first person who is still interested on that waiting list to register (first come first serve).
Attendance	The solution shall have the capability to allow the training requestor to set criteria for waiting lists and registration access.	Desirable	Configurable setting	
Attendance	The solution shall allow a student user the ability to register for a course from the schedule/calendar."	Critical	Out of the box	
Course/Class	The solution shall allow system users with the Provider role to view training needs or indicate trainings for its staff.	Desirable	Out of the box	

Course/Class	The solution shall provide a registration functionality that includes an interactive course catalog with filters, capability for students to modify or cancel registration within specified timeframes, and approval workflow (e.g., the ability to find "classes near me" or "recommended courses" shall enhance the student experience).	Critical	Out of the box	
Course/Class	The solution shall provide a functionality to host on-demand classes (SCORM compliant) and live, online classes (integrating with Adobe Connect and Adobe Captivate).	Critical	Out of the box	
Course/Class	The solution shall provide a functionality to ensure that course prerequisites are met prior to the student user's attendance of the course for which the student user is currently registering.	Highly Desirable	Out of the box	
Course/Class	Upon student user's completion of a class and the evaluation, the solution shall automatically produce certificates of completion for the student. Certificates of completion shall have the capability to be configured by DDAP prior to production of the certificate.	Critical	Out of the box	
Course/Class	The solution shall allow DDAP the capability to attach documents to training records.	Critical	Would require customization	We allow attachments to the class but not the training record. We submitted a question asking for clarification on this one.
Course/Class	The solution shall allow DDAP to maintain a list of approved trainers unique to each course.	Critical	Would require customization	We will create an "approved trainer" picker, to select when configuring a course.
Course/Class	The solution shall allow external intermediaries (training requestors) to view a course catalog and list of approved trainers per course and electronically submit course requests to DDAP. Elements of requests include but are not limited to, course, trainer, date, time, location, and capacity.	Critical	Out of the box	
Course/Class	The solution shall provide a functionality that allows DDAP to contract with trainers per event through a Letter of Engagement (LOE) with trainers having the ability to accept or reject the LOE electronically. This requirement shall be an option for all facilitated events both virtual and in-person trainings.	Critical	Would require customization	Workflow will be developed to accommodate this process.
Course/Class	The solution shall allow DDAP to add new courses, new course information, edit or inactivate existing courses in the course catalog. Course information shall include: course category (beginner, intermediate, advanced); domain (prevention, treatment, etc.). Code tables shall be used to define various options.	Critical	Out of the box	
Course/Class	The solution shall allow courses to be added without approved trainers.	Critical	Out of the box	
Course/Class	The solution shall provide for active courses to be added to course catalogue and inactive courses not.	Critical	Out of the box	
Course/Class	The solution shall allow course descriptions to have unlimited text characters.	Critical	Out of the box	
Course/Class	The solution shall allow courses to have assignable course tracks.	Critical	Out of the box	
Course/Class	The solution shall allow courses and classes to be approved in a workflow.	Critical	Configurable setting	A small amount of custom code will be needed depending on the workflow details.
Course/Class	The solution shall allow DDAP to request, edit, approve, and cancel scheduled classes.	Critical	Out of the box	

Course/Class	The solution shall only allow trainers to be selected when scheduling a class if their trainer balance contains enough funds to cover the cost of the class. Trainers without sufficient balance shall not be in the option of trainers when scheduling a class.	Critical	Out of the box	Currently do not keep track of financials (additional information below) but this should not be an issue with a slight bit of customization.
Course/Class	The solution shall include business rules for requesting scheduled courses. Allow training requestors to submit course schedules even if a conflict occurs. Allow DDAP to evaluate request and override business rules if course schedule is needed.	Critical	Out of the box	
Course/Class	The solution shall prevent a student user registering for a class which conflicts with a previously registered class on the same day and time.	Critical	Configurable setting	
Course/Class	The solution shall allow DDAP to make changes (change in date, time, venue, trainer, number of hours, etc.) and shall require a new LOE to be created/approved. All other changes shall not require a new LOE to be created/approved.	Critical	Out of the box	
Course/Class	The solution shall allow class schedules to have open or closed registration. If open registration, allow student users to register for classes if there are available seats. If closed registration, student users must contact class contact to register.	Critical	Out of the box	Private (closed) classes still allow registration, but students must be given the registration link for this to work. Adminstrators can access the closed class links from the administration panel / back office to share.
Course/Class	The solution shall allow a class to be entered over multiple days, and display the individual days/times of the class, e.g., if a class is scheduled 9:00am to 12:00pm over three days, student users shall see each individual day/time.	Critical	Configurable setting	
Course/Class	The solution shall include a course materials library for storage of relevant documents.	Critical	Out of the box	
Course/Class	Trainers shall have access to the course material library but only for courses they are approved to train.	Critical	Out of the box	
Course/Class	Student users shall have access to the course material library but only for courses they have been registered for or have completed.	Critical	Out of the box	
Course/Class	The solution shall allow student users or their employer to flag/save courses they would like to enroll in or are interested in attending. The student user will then receive a dashboard alert and notification (based on their selected preference) when a class has been scheduled that meets their criteria.	Desirable	Would require customization	Small customizations would be included in the frontend designs.
Dashboard	The solution shall allow dashboards to be configurable based on a system user's role.	Critical	Would require customization	These are small changes that would be included in the frontend designs.
Dashboard	The solution shall allow DDAP to provide announcements via running banner or other method to all system users or to specific system users, e.g., student users who are registered for a specific scheduled course.	Critical	Out of the box	
Dashboard	The solution shall allow system users with the Requestor role to view courses they have requested and their status. They shall be able to access each course schedule from the dashboard.	Critical	Would require customization	All dashboard are configuration based in our system. Views of the data will need to be created. These are small changes that would be included in the frontend designs.

Dashboard	The solution shall allow DDAP training staff to see when courses are pending review, when scheduled classes have low attendance, and when class attendance has not been entered.	Critical	Would require customization	All dashboard are configuration based in our system. Views of the data will need to be created.
Dashboard	The solution shall allow DDAP fiscal staff to see when invoices are pending review.	Critical	Would require customization	All dashboard are configuration based in our system. Views of the data will need to be created.
Evaluation	The solution shall provide a functionality to collect class evaluation data from student users with questions selected by DDAP from data tables. Evaluations shall be available to student users based on class completion confirmation.	Critical	Out of the box	
Evaluation	The solution shall require student users to complete a class evaluation before a course certificate is issued.	Critical	Out of the box	
Evaluation	The solution shall allow class/trainer evaluations to be fully configurable by DDAP. This includes selecting specific questions to be included for specific courses. A database of questions shall be available from which to choose.	Critical	Out of the box	Not a database of questions, but our survey (Evaluation engine) is fully customizable and easy to use.
Fiscal	The solution shall integrate with the Commonwealth's contracted merchant services provider, First Data Merchant Services.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The selected offeror is responsible for all cost/development up to the point where the gateway will integrate with the hosted/non-hosted solution.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall provide a functionality to collect fees and generate fiscal reports based on accounts receivable, accounts payable, and overall profit and loss. Fee collection shall be online debit/credit card via interface.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall allow DDAP to create LOEs that are not tied to a course facilitation/schedule, i.e., course development work. The trainer shall have the ability to approve/reject these LOEs.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall allow trainers to create/submit invoices based on LOEs that are not tied to a course facilitation/schedule. DDAP shall have the ability to review/approve/reject these invoices.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall allow DDAP to search payments that have been received.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall allow DDAP to issue refunds or assign payment to other fees due.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall allow DDAP to capture a fiscal profile which includes a cost ceiling(dollar figure and a balance) and LOE's to date and balance of remaining funds.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall provide a search functionality to determine whether a student-user has paid.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall allow changes to a PO and amounts, even once an LOE has been encumbered.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.

Fiscal	The solution shall allow invoices to be generated in PDF format.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall provide for emails with an invoice, in conjunction with the appropriate LOE, to be sent to multiple internal and external email addresses.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall provide the capability for specific DDAP roles to be able to record a payment for a system user.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall provide the ability to sort/search by trainer name, funding codes, invoice amounts, state fiscal year, etc.	Critical	Would require customization	specific to customer we develop all money interfaces as custom code.
Fiscal	The solution shall provide the capability to download data into PDF, Excel, etc., so that data can be manipulated.	Critical	Would require customization	Because banking and fiscal integrations are usually specific to customer we develop all money interfaces as custom code.
Venue	The solution shall have the ability for DDAP to add, edit, and approve training venues.	Critical	Out of the box	
Venue	Training Requestors shall have the ability to add training venues, which shall be reviewed/approved by DDAP.	Critical	Out of the box	
Venue	The solution shall allow DDAP to track the number of times a training venue is used, the date/hours of use, capacity, and funds spent on a training venue.	Critical	Out of the box	Accomplished through reporting, but aggregation fields can be added to dashboards.
Venue	The solution shall use business validation rules, such as geo-coding and utilizing third-party software, to validate training venue addresses.	Critical	Would require customization	This is not a large ask, but currently not part of the existing solution. Will require some customization.
Venue	The solution shall allow DDAP and training requestors to search for existing training venues using one or more search criteria. If the training venue already exists, the solution shall not allow a duplicate entry to be made.	Critical	Out of the box	Our search ability is done through common lucene indexes and is very fast and reliable.
Venue	The solution shall allow trainers and student users to input feedback or review venues used for trainings. DDAP shall be able to review feedback via a report.	Desirable	Out of the box	Surveys and reporting are available out of the box
Venue	The solution shall integrate with Google Maps to allow system users to locate the address of a training venue and get directions.	Desirable	Out of the box	Using a simple link on front-end to driving directions from a navigation service.
Other	The vendor for the solution shall provide support for system users including, system user guides for each role type, and field-specific hover help.	Critical	Configurable setting	Our help is available to all system users, but it is not specific to role. We would have to split out our manual / allow access to each section via role.
Other	The solution shall allow DDAP to create pre- and post-class test that must be completed by registered student users. Pre-class test to be completed during registration, post-class test completed prior to issued certificate. DDAP shall be able to review metrics for each course by evaluating responses to individual questions and overall scores for the pre- and post-tests.	Critical	Not supported	We have typically stayed out of the test creation as part of the LMS, because there are a significant number of different applications for building tests - these solutions output SCORM files that can be tracked through the LMS. But this can be developed if necessary.
Other	The solution shall be mobile device compatible.	Critical	Out of the box	
Other	The solution shall allow workflow setup and management for the request and approval of class schedules.	Critical	Out of the box	Workflow / approval is not customizable. Workflows will be defined and will be created by JPL during development.

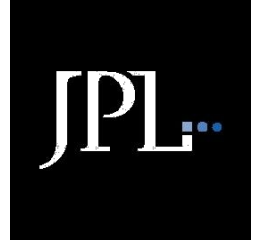
Other	The solution shall allow action to be recalled before the next level in the workflow completes their task.	Critical	Would require customization	Workflow pause and recall will require medium effort and will be developed via a workflow table.
Other	The solution shall provide a registration functionality where DDAP authorized users have access to create one-time learning events for which students may register without creating complete student user profiles.	Highly Desirable	Not supported	In order to track and deliver certificates, we require student profiles.
Other	The solution shall allow documents to be attached to system user records including but not limited to .pdf,.xml,.doc, image files,.	Highly Desirable	Would require customization	Documents can currently be attached to classes, but not to a learner's records. This is not a huge ask and we have done this for previous customers.
Other	The solution shall allow DDAP to own the Merchant ID (MID) through which the electronic payments would be accepted.	Critical	Would require customization	All fiscal / payments would be developed for the customer.
Other	The solution shall allow the electronic payments accepted through the DDAP Merchant ID (MID) to be settled/deposited directly into a commonwealth owned bank account.	Critical	Would require customization	All fiscal / payments would be developed for the customer.
Security	The solution shall provide access based on system user-defined roles.	Critical	Out of the box	
Security	The solution shall provide access based on permissions using data tables	Critical	Out of the box	
Security	The solution shall integrate with the Commonwealth's single sign-on system known as Keystone Login.	Critical	Would require customization	We have done SSO many times.
Security	The solution shall allow a user to be assigned multiple roles under one sign on. The user can then switch between roles once logged in.	Critical	Out of the box	
Security	The solution shall allow system users to reset their own passwords using their security questions/answers. A password reset link or code shall be sent to the system user's registered email or phone number to complete password reset.	Critical	Out of the box	
Security	The solution shall use email and/or phone number validation for password resets. The system shall be able to send codes for system users to confirm their identity using the email and/or phone number provided in their system user profile.	Critical	Out of the box	
Security	The solution shall log any system changes as being done by the system user who made the change, e.g. who is logged in.	Critical	Out of the box	
Security	The solution shall allow DDAP system administrator to access the system audit logs.	Critical	Out of the box	
System Administration	The solution shall provide a functionality to post announcements, generate automatic reminders, communicate electronically with system users, and manage courses for competency-specific curricula.	Critical	Out of the box	
System Administration	The solution shall allow DDAP system administrators to make configuration and workflow changes directly in the web-based user interface.	Critical	Would require customization	Workflow / approval is not customizable but will be created by JPL during development.
System Administration	The solution shall allow DDAP system administrators to manage Code Tables(e.g. for fields like gender, race, etc.).	Critical	Out of the box	
System Administration	The solution shall allow DDAP system administrators to flag email addresses as undeliverable and not send automatic emails to those addresses.	Critical	Configurable setting	
System Administration	The solution shall allow DDAP to deactivate system user accounts.	Critical	Out of the box	
System Administration	The solution shall allow DDAP system administrator to purge all record types.	Critical	Would require customization	We only logically delete records. To maintain data integrity, we do not purge records.

System Administration	The solution shall provide for electronic communication with student users, trainers, and training requestors. This includes an AI Chatbot for basic functions, such as resetting a password or accessing certificates.	Highly Desirable	Would require customization	We would integrate a Chatbox that meets all of the requirements. There are several AI Chatboxes to choose from based on the needs. We have experience integrating chatboxes.
Trainer	The solution shall allow DDAP to identify trainers via their system user profile. This shall then display additional information on the system user profile to include trainer contract information and fiscal profile. The trainer contract information and fiscal profile shall be maintained by DDAP Fiscal staff.	Critical	Out of the box	We allow multiple levels of roles, allowing the presentation of profile information to be customized per role.
System User	The solution shall provide a functionality that restricts the creation of duplicate accounts, especially when a student user changes their employer.	Critical	Out of the box	We also have account merge functionality in the event that a student creates 2 accounts using different email addresses.
System User	The solution shall allow DDAP and training requestors to search for system users based on any field in the system user profile.	Critical	Configurable setting	
System User	The solution shall require security questions to be setup during initial account creation.	Critical	Out of the box	
System User	The solution shall allow for multiple addresses to be provided, i.e., work, home, etc. A minimum of one address must be provided.	Critical	Would require customization	We currently do not have a 1 to many relationship to address. This will require customization.
System User	The solution shall allow system users to report any ADA accommodations, including a freeform text box for the system user to specify the needed accommodation. An example shall be provided on-screen. There shall be a statement with checkbox to confirm the system user is aware they shall register at least a week prior to a scheduled course to allow time for accommodation to be made. An email shall be sent to DDAP, trainer, training requestor and the class contact when the student user registers for a scheduled course when ADA accommodations are needed.	Critical	Out of the box	
System User	The solution shall require system users to update their profile yearly via a system-generated prompt. If system user profile is not updated within 1 year 30 days, the solution shall deactivate the account.	Critical	Configurable setting	
System User	The solution shall exclude deactivated accounts from all email notifications.	Critical	Out of the box	
System User	The solution shall provide a tutorial on how to use the site after a system user account is successfully created.	Critical	Out of the box	
System User	The solution shall ask system users to verify how they wish to receive notifications (via text or email). Notifications shall include reminders for a registered class, completed course evaluation and upcoming classes, etc. Notifications shall be displayed in the system user's dashboard.	Critical	Configurable setting	
System User	The solution shall allow system users to enter more than one phone number, and indicate which is a primary contact. A mobile phone number must be provided if the system user indicates they wish to receive notifications via text message.	Critical	Out of the box	

# JPL DISASTER RECOVERY PLAN

UPDATE 2/16/2021

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# INTRODUCTION

This Disaster Recovery Plan (DR Plan) is the single source for all of the information that describes JPL's ability to survive a disaster including the processes that must be followed to accomplish disaster recovery.

## DEFINITION: DISASTER

A disaster can be caused by many events resulting in JPL's IT department not being able to perform some or all of their regular roles and responsibilities for a period of time. JPL defines disasters as the following:

- *One or more vital systems are non-functional.*
- *One or more critical online/internet-based cloud services are non-functional or inaccessible.*
- *The building is not available for an extended period, but all systems are functional within it.*
- *The building is available, but all systems are non-functional.*
- *The building and all systems are non-functional.*

The following events can result in a disaster, requiring this DR document to be activated:

- *Environmental disaster (flooding, hurricane, fire, etc.)*
- *Online/Internet-based network or software as a service (SaaS) inaccessibility occurs.*
- *Hardware failure / server room issue*
- *Power outage*
- *Theft*
- *Deliberate attack*
- *Terrorist attack*
- *Human error*

## THE PURPOSE OF THE DR PLAN

The purpose for this DR Plan document is to inventory all of the IT infrastructure and capture all of the information relevant to the organization's ability to recover its IT from a disaster, and document the steps that the organization will follow in the event that a disaster occurs.

The top priority of JPL will be to enact the steps outlined in this DR Plan to bring all of the organization's groups and departments back to business-as-usual as quickly as possible. This includes:

- *Preventing the loss of the organization's resources such as hardware, data and physical IT assets.*
- *Minimizing downtime related to IT.*
- *Restoring remote access to secure SaaS or internet-based data, processes and/or workflows.*
- *Keeping the business running in the event of a disaster.*

This DR Plan will also detail how this document is to be maintained and tested.

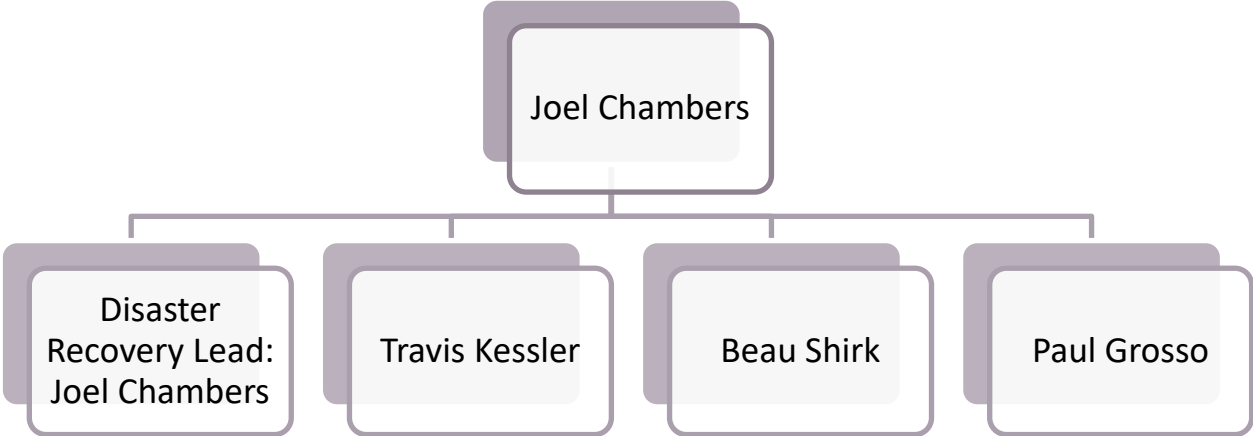
## EMERGENCY CONTACT FORM

First Name	Last Name	Title	Contact Type	Contact information
Joel	Chambers	IT Manager	Work	717-901-4127
			Mobile	717-421-0538
			Alternate	
			Email	jchambers@jplcreative.com
Travis	Kessler	Mac Admin	Work	717-920-7902
			Mobile	717-816-8354
			Alternate	
			Email	tkessler@jplcreative.com
Beau	Shirk		Work	717-920-7847
			Mobile	717-425-1908
			Alternate	
Paul	Grosso		Work	717-901-4147
			Mobile	717-903-7810

First Name	Last Name	Contact Type	Contact information
<b>Property Manager</b>			
Jason	Slenker	Work	717-901-4199
		Mobile	717-638-3465
		Email	jslenker@jplcreative.com
<b>Internet Provider</b>			
Account #:	930005336		
Comcast Business		Support	1-800-741-4141
Donald	Smith	Mobile	717-303-4850
		Email	Donald_Smith3@comcast.com
Account #:	PA11418277449		
Verizon Business		Support	1-844-565-2532
<b>Telephony</b>			
Account #:	80937		
Brenda	Moyer	Support	1-888-581-1231
		Mobile	717-381-2408
		Email	bmoyer@ptgnow.com
<b>Off-site Storage</b>			
Account #:	administrator@jplcreative.com		
Wasabi		Support	1-844-927-2241
		Email	support@wasabi.com
<b>SaaS/Internet-based-Services</b>			
Account #:	administrator@jplcreative.com		
Egnyte		Support	1-650-265-0500
		Email	support@egnyte.com
Adobe Creative Cloud		Support	1-800-585-0774
Microsoft Office 365		Support	1-800-865-9408
		Online	<a href="https://go.microsoft.com/fwlink/p/?linkid=2024339">https://go.microsoft.com/fwlink/p/?linkid=2024339</a>

Okta		Support	1-800-219-0964
		Online	<a href="https://support.okta.com/help/s/opencase?language=en_US">https://support.okta.com/help/s/opencase?language=en_US</a>
Jumpcloud		Support	1-720-240-5005
		Email	support@jumpcloud.com
Workamajig		Support	732-663-0162
Zoom		Support	1-888-799-9666
<b>Server Room</b>			
Luke	Melhorn	Direct	717-441-0555
		Mobile	717-579-4828
		Email	lmelhorn@infoquest.com
Scott	LaBone	Direct	717-441-0545

# NOTIFICATION NETWORK



## SCOPE

The JPL DR Plan takes all of the following technology areas into consideration:

- *Network Infrastructure*
- *Server Infrastructure*
- *Online/Internet-based network or software as a service (SaaS) infrastructure*
- *Telephony System*
- *Data Storage and Backup Systems*
- *End-User Systems*
- *Organizational Software Systems*
- *Database Systems*
- *IT Documentation*

This DR Plan does not take into consideration any non-IT, personnel, Human Resources and real estate related disasters.

## VERSION INFORMATION & CHANGES

Any changes, edits and updates made to the DR Plan will be recorded here. It is the responsibility of the **Disaster Recovery Manager** to ensure that all existing copies of the DR Plan are up to date. Whenever there is an update to the DR Plan, JPL requires that the version number be updated to indicate this.

Name of Person Making Change	Role of Person Making Change	Date of Change	Version Number	Notes
<i>Cristian Arendell</i>	<i>DR Lead</i>	<i>07/12/19</i>	<i>1.0</i>	<i>Initial version of DR Plan</i>
<i>Cristian Arendell</i>	<i>DR Lead</i>	<i>7/16/19</i>	<i>1.1</i>	<i>Modifications to Teams</i>
<i>Joel Chambers</i>	<i>DR Manager</i>	<i>11/25/20</i>	<i>1.2</i>	<i>Update to contact information</i>
<i>Joel Chambers</i>	<i>DR Manager</i>	<i>2/15/21</i>	<i>1.3</i>	<i>Update to contact information, Update to include Online/SaaS infrastructure</i>



## DISASTER RECOVERY TEAMS & RESPONSIBILITIES

In the event of a disaster, different teams will be required to assist the IT department in their effort to restore normal functionality to the employees of JPL. The different teams and their responsibilities are as follows:

- *Disaster Recovery Manager*
- *End-User Support Team*

The lists of roles and responsibilities in this section have been created by JPL and reflect the likely tasks that team members will have to perform. Disaster Recovery Team members will be responsible for performing all of the tasks below. In some disaster situations, Disaster Recovery Team members will be called upon to perform tasks not described in this section.

## DISASTER RECOVERY LEAD

The Disaster Recovery Lead is responsible for making all decisions related to the Disaster Recovery efforts. This person's primary role will be to guide the disaster recovery process and all other individuals involved in the disaster recovery process will report to this person in the event that a disaster occurs at JPL, regardless of their department and existing managers. All efforts will be made to ensure that this person be separate from the rest of the disaster management teams to keep his/her decisions unbiased. As a result, the Disaster Recovery Lead will not be a member of other Disaster Recovery groups in JPL.

## ROLE AND RESPONSIBILITIES

- Make the determination that the organization is declaring that a disaster has occurred and trigger the DR Plan and related processes.
- Initiate the DR Notification Network.
- Be the single point of contact for and oversee all of the DR Teams.
- Organize and chair regular meetings of the DR Team leads throughout the disaster.
- Present to the Management Team on the state of the disaster and the decisions that need to be made.
- Organize, supervise and manage all DR Plan test and author all DR Plan updates.

## CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Mobile Phone Number
<b>Joel Chambers</b>	<i>Primary Disaster Lead</i>	717-901-4127	717-421-0538
<b>Joel Chambers</b>	<i>IT Manager / Lead</i>	717-901-4127	717-421-0538

# DISASTER MANAGEMENT TEAM

The Disaster Management Team that will oversee the entire disaster recovery process and will be the first team required to take action in the event of a disaster. This team will evaluate the disaster and determine the steps required to get the organization back to business as usual. The Network Team will be responsible for assessing damage specific to any network infrastructure and for provisioning data and voice network connectivity including WAN, LAN, and any telephony connections internally within the organization as well as telephony and data connections with the outside world. They will be primarily responsible for providing baseline network functionality and may assist other IT DR Teams as required.

## ROLE & RESPONSIBILITIES

- *Set the DR Plan into motion after the Disaster Recovery Lead has declared a disaster*
- *Determine the magnitude and class of the disaster*
- *Determine what systems and processes have been affected by the disaster*
- *Communicate the disaster to the other disaster recovery teams*
- *Determine what first steps need to be taken by the disaster recovery teams*
- *Keep the disaster recovery teams on track with pre-determined expectations and goals*
- *Keep a record of money spent during the disaster recovery process*
- *Ensure that all decisions made abide by the DR Plan and policies set by JPL*
- *Create a detailed report of all the steps undertaken in the disaster recovery process*
- *Notify the relevant parties once the disaster is over and normal business functionality has been restored*
- *If multiple network services are impacted, the team will prioritize the recovery of services in the manner and order that has the least business impact.*
- *If network services are provided by third parties, the team will communicate and co-ordinate with these third parties to ensure recovery of connectivity.*
- *Once critical systems have been provided with connectivity, employees will be provided with connectivity in the following order:*
  - *All members of the DR Teams*
  - *All C-level and Executive Staff*
  - *All remaining employees*
- *Install and implement any tools, hardware, software and systems required in the standby availability zone*
- *After JPL is back to operating in normal business procedure, this team will be summarizing any and all and will provide a report to the Disaster Recovery Lead summarizing their activities during the disaster*

## CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Mobile Phone Number
<b>Joel Chambers</b>	<i>Primary Disaster Lead</i>	717-901-4127	717-421-0538
<b>Joel Chambers</b>	<i>IT Manager / Lead</i>	717-901-4127	717-421-0538

## SERVER TEAM

The Server Team will be responsible for providing the physical server infrastructure required for the organization to run its IT operations and applications in the event of and during a disaster. They will be primarily responsible for providing baseline server functionality and may assist other IT DR Teams as required.

### ROLE & RESPONSIBILITIES

- *If multiple servers are impacted, the team will prioritize the recovery of servers in the manner and order that has the least business impact. Recovery will include the following tasks:*
  - *Assess the damage to any servers*
  - *Restart and refresh servers if necessary*
- *Ensure that the secondary servers located in the standby availability zones are backed up appropriately*
- *Ensure that all of the servers in the standby availability zones abide by JPL's server policy*
- *Install and implement any tools, hardware, and systems required in the standby availability zones*
- *Install and implement any tools, hardware, and systems required in the primary availability zones*
- *After JPL is back to business as usual, the System Administrator will summarize any and all information about the disaster and the recovery and will provide a report to the management summarizing their activities during the disaster.*

### CONTACT INFORMATION

Name	Role/Title	Work Phone Number	Mobile Phone Number
<b>Joel Chambers</b>	<i>IT Manager / Lead</i>	<i>717-901-4127</i>	<i>717-421-0538</i>

# DATA AND BACKUPS

This section explains where all of the organization’s data resides as well as where it is backed up. Use this information to locate and restore data in the event of a disaster.

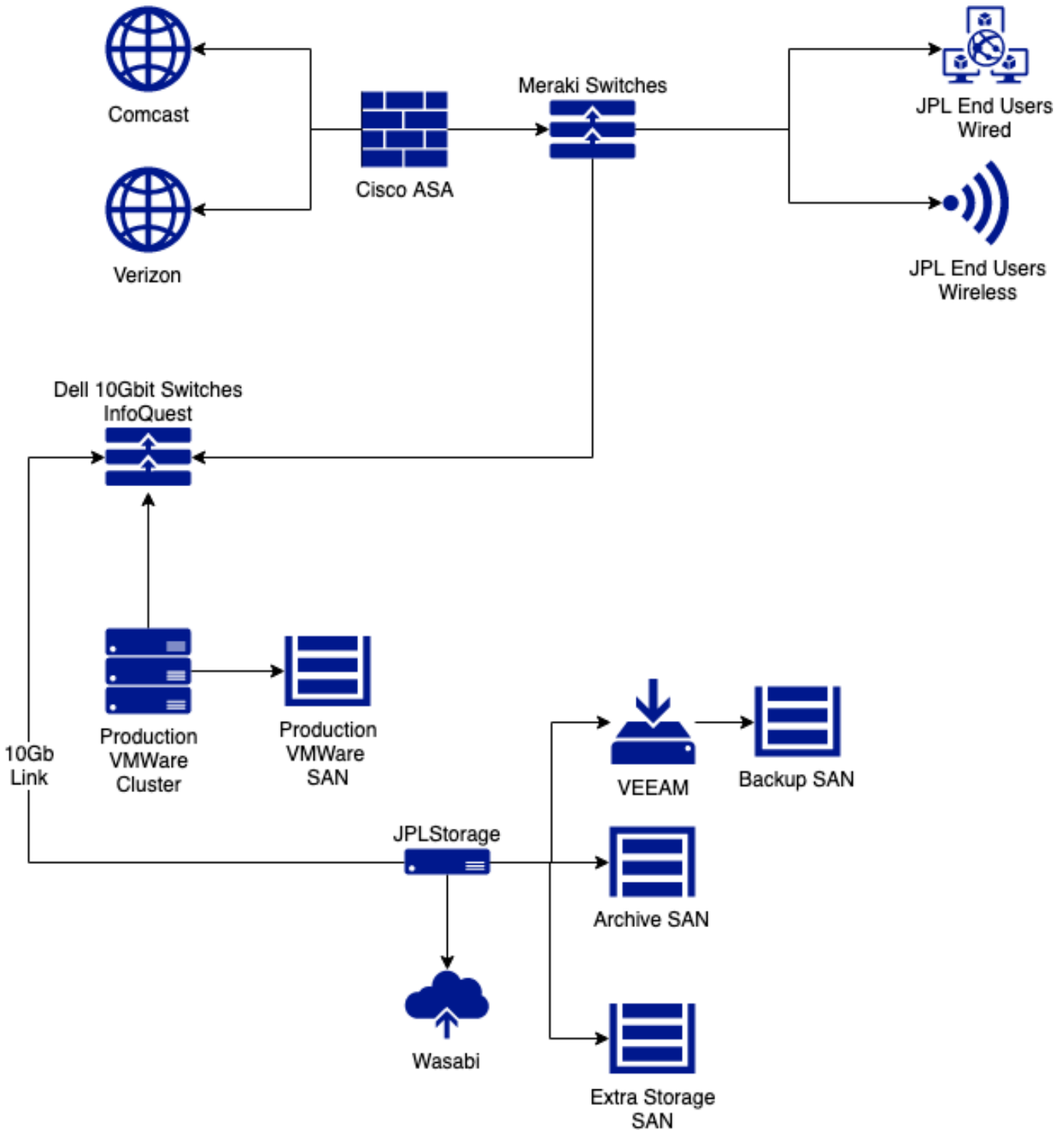
## DATA IN ORDER OF CRITICALITY

Rank	Data	Data Type	Back-up Frequency	Backup Location(s) / Evolve IP Backup Product (Cloud Backup / Reflection)
1	VMWare Machines	Confidential	Once Daily	On-site Storage (JPLStorage) Weekly Off-Site (Wasabi)
2	Egnyte Projects Drive	Confidential	Once Daily	Off-site file level (Wasabi)
3	Egnyte Users Drive	PII	Once Daily	Off-site file level (Wasabi)
4	Workamajig	PII/Confidential	Once Daily	Vendor backup
5	On-Premises File Server Storage	PII	Once Daily	On-site Storage (JPLStorage) Off-site file level (Wasabi)
6	Time Machine (Mac)	Confidential	Once Daily	On-site Storage
7				
8				
9				
10				

# RESTORING IT FUNCTIONALITY

Should a disaster actually occur and JPL must exercise this plan, this section will be referred to frequently as it will contain all of the information that describes the manner in which JPL's information system will be recovered.

## CURRENT SYSTEM ARCHITECTURE



## IT SYSTEMS

Please list all of the IT Systems in your organization in order of their criticality. Next, list each system's components that will need to be brought back online in the event of a disaster.

Rank	IT System	System Components (In order of importance)
1	Networking	Internet Connection, Firewall, Switches
1	Shared Drives – On-Premises and Online Egnyte based infrastructure	Projects Drive, Users Drive, Home Drive
2	End-User Machines	*
2		
2		
2		
3		
3		
3		
4		

## CONNECTIVITY

Provider	Circuit Type	Bandwidth	CPE	CPE Gear Model	Address, City State ZIP	Onsite Location	Notes
Comcast	Internet	1 Gbps	No		471 JPLWick Dr, Harrisburg, PA 17013	Network Closet Floor 2 Rack 1 Slot 1	Primary Internet circuit
Verizon	Internet	1 Gbps	No		471 JPLWick Dr, Harrisburg, PA 17013	Network Closet Floor 2, Wall behind Rack 1	Backup Internet connectivity

## NETWORK EQUIPMENT

### SWITCHES

Make/Model	Description	MGMT IP	Misc. Details
<b>Cisco Meraki M350-24</b>	Layer 3		JPL-MS350-01
<b>Cisco Meraki M350-24</b>	Layer 3		JPL-MS350-01
<b>Cisco Meraki M220-48FP</b>	Layer 2		JPL-MS220-01
<b>Cisco Meraki M220-48FP</b>	Layer 2		JPL-MS220-02
<b>Cisco Meraki M220-48FP</b>	Layer 2		JPL-MS220-03
<b>Cisco Meraki M220-48FP</b>	Layer 2		JPL-MS220-04
<b>Cisco Meraki M220-48FP</b>	Layer 2		JPL-MS220-05



## VPN DEVICES

### FIREWALLS

Make/Model	Description	MGMT IP	Notes
<b>Cisco ASA</b>		192.168.1.254	

### MISCELLANEOUS NETWORK APPLIANCES

Make/Model	Description	MGMT IP	Notes
<b>Verizon NBN</b>		192.168.8.254	Non-routable network, you must be connected to VLAN 8 before you are able to access the NBN\Router

## SERVERS

Note: (Rank of "1" = most important)

Name	Rank	Type	VM or PHY	CPU	RAM	Disk	OS Version	Purpose
JPLSTORAGE	1	STANDALONE	PHY	2	64	X	2016	BACKUP
SAN12-ESX1	2	HYPERVERSOR	PHY	48	190	X	ESXI 6.5	HOST
SAN12-ESX2	3	HYPERVERSOR	PHY	48	190	X	ESXI 6.5	HOST
SAN12-ESX3	4	HYPERVERSOR	PHY	48	190	X	ESXI 6.5	HOST
Office-365 Online Exchange Server	5	MAIL	VM	4	N/A	X	O365	MAIL

## PLAN TESTING & MAINTENANCE

While efforts will be made initially to construct this DR Plan in as complete and accurate a manner as possible, it is essentially impossible to address all possible problems at any one time. Additionally, over time the Disaster Recovery needs of the organization will change. As a result of these two factors this plan will need to be tested.

### MAINTENANCE

The DR Plan will be updated every 6 months or any time a major system update or upgrade is performed, whichever is more often. The Disaster Recovery Lead will be responsible for updating the entire document, and so is permitted to request information and updates from other employees and departments within the organization in order to complete this task.

Maintenance of the plan will include, but is not limited to, the following:

1. *Ensuring that all team lists are up to date*
2. *Reviewing the plan to ensure that all of the instructions are still relevant to the organization*
3. *Making any major changes and revisions in the plan to reflect organizational shifts, changes and goals*
4. *Ensuring that the plan meets any requirements specified in new laws*

During the Maintenance periods, any changes to the Disaster Recovery Teams must be accounted for. If any member of a Disaster Recovery Team no longer works with the company, it is the responsibility of the Disaster Recovery Lead to appoint a new team member.

### TESTING

JPL is committed to ensuring that this DR Plan is functional. The DR Plan should be tested every 6 months in order to ensure that it is still effective. Testing the plan will be carried out as follows:

- 1) **DR Rehearsal:** Team members verbally go through the specific steps as documented in the plan to confirm effectiveness, identify gaps, bottlenecks or other weaknesses. This test provides the opportunity to review a plan with a larger subset of people, allowing the DR Plan Lead to make appropriate changes to the plan. Staff should be familiar with procedures, equipment, and all Evolve IP availability zones (if required).
- 2) **Failover Testing:** Under this scenario, servers and applications are brought online in an isolated environment. There's no impact to existing operations or uptime. Systems administrators ensure that all operating systems come up cleanly. Application administrators validate that all applications perform as expected.
- 3) **Live-Failover Testing:** A live-failover test activates the total DR Plan. The test will disrupt normal operations, and therefore should be approached with caution. Ensure you have completed several iterations of steps 1 and 2 before proceeding with this step. Additionally, communicate all expected disruptions well in advance of performing this test.

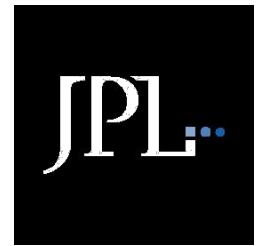
Any gaps in the DR Plan that are discovered during the above phases will be addressed by the Disaster Recovery Lead as well as any resources that he/she will require.

# BUSINESS PROCESS/FUNCTION RECOVERY COMPLETION FORM

The DR Lead / Manager is responsible for completing and signing this form for each process recovered. Please use a separate form for each recovered business process.

<b>NAME OF BUSINESS PROCESS:</b>	
<b>Completion Date of Work by DR Team</b>	{ENTER DATE HERE}
<b>Date of Transition Back to Business Unit Management</b>	{ENTER DATE HERE}
<p>I confirm that the work of the Disaster Recovery Team has been completed in accordance with the DR Plan for the above process and that normal business operations have been effectively restored.</p> <p>DR Team Lead / Manager Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p> <p>Comments:</p>	
<p>I confirm that above business process is now acceptable for normal working conditions.</p> <p>DR Team Lead / Manager Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	

# EMERGENCY PREPAREDNESS PLAN



## PHILOSOPHY

We are committed to providing a safe and secure environment for all JPL and d’Vinci team members at JPL. This plan incorporates responsibilities and actions to assist in our efforts to maintain this environment for everyone.

A safe work environment exists only when all employees observe safety procedures as an integral part of every work procedure. It is the responsibility of each employee to accept and comply with all safety and health standards and work rules, regulations, and instructions that are applicable to their own actions and conduct.

## EMERGENCY RESPONDERS

In the event of a disaster or emergency condition, contact the designated Emergency Responders to appropriately handle the situation. The Emergency Responder will inform the President and Manager, Human Resources of the situation and the actions being implemented. The current Emergency Responders are:

Name	Location	Contact Number
Wayne Schaeffer	Floor 1	Desk- 717-901-4121 Cell- 717-979-0006
Susan Cort	Floor 2	Desk- 717-901-4123 Cell- 717-576-0076
Ryan Pudloski	Floor 2	Desk- 717-920-7841 Cell- 603-401-0496
Jason Slenker	Floor 1	Desk- 717-901-4199 Cell- 717-683-3465
Josh Miller	Floor 1	Desk- 717-920-7874 Cell-717-682-7547
Meredith McCann	Floor 2	Desk – 717-901-4179 Cell – 717-856-8935
Jenny Fedullo (d’Vinci)	Floor 2	Desk – 717-901-4105 Cell – 717- 379-3439
Nathan Huff	Floor 2	Desk – 717-901-4158

## MEDICAL EMERGENCIES, INJURIES, ILLNESS OR LIFE THREATENING SITUATIONS

In the event that an individual is ill, incurs an injury or has a medical emergency, immediately contact an Emergency Responder by telephone or overhead page.

- If you are unable to reach a responder by phone, please page, “Emergency Responders please report to (scene of incident).
- Emergency Responders will report to the location with First Aid kit and AED.
- Team members may stay onsite to assist the Emergency Responder if needed.

Emergency Responders will:

- Assess the situation, establish scene safety, and determine the course of action. This may include restricting access to the area.
- Activate the 911 system if necessary.
- Initiate appropriate First Aid.
- Initiate and direct CPR and administer AED if necessary.
- If EMS is coming, the Emergency Responder will:
  - Notify front desk
  - Direct necessary interventions until EMS assumes care of the patient.
  - Act as the liaison to emergency personnel
  - Provide access to patient area and clear a route for stretcher access (move furniture & equipment, clear unnecessary persons)
  - Open doorways providing most direct access to patient
  - If patient is on second floor, call elevator to first floor; use emergency stop to hold elevator
  - Wait outside to direct EMS into building and escort to location of incident
  - Turn patient care over to EMS
  - Deliver post-incident report to Manager, Human Resources.

## SECURITY PROCEDURES

The scenarios below may require you to leave the building or your immediate workspace. Advance planning for an evacuation will help make an actual event less stressful.



If you need to leave, you should exit immediately, but consider what you might be able to quickly grab and run such as:

- Backpack
- Purse
- Phone
- Laptop

Depending on your responsibilities, consider whether it is practical to create a "go bag" of items critical to the business in the event you cannot return to your work area. For example, the Finance team should take company credit cards and a set of bank checks to pay vendors.

If you need to leave your work area and are unable to return, plan to work from home if possible. Every attempt will be made to have the network available for remote access. The executive team will notify managers when it is possible to return to the building, or in extreme circumstances, that arrangements have been made to work at an alternate location. Managers should ensure they have contact information (cellphone numbers, personal email addresses) for each of their team members so they can notify team members via phone calls and emails.

## FIRE EMERGENCY

In the event that the emergency fire alarm system is activated, evacuate the building by following the procedures below.

- You must always assume the fire alarm was sounded for an actual emergency and not simply a fire drill. Immediately stop whatever you are doing, remain calm and leave your work area. Under any and all circumstances, please remember that safety to life should always come first.
- Each floor has Emergency Responders whose responsibility is to see that everyone leaves the building promptly and safely.
- If you are located on the second floor of the building, exit by way of the nearest stairwell that will be marked with a lighted red exit sign and follow these signs, exiting to the outside. If the nearest stairwell is blocked by smoke, use the other stairwell. **DO NOT USE THE ELEVATOR.**
- It is the responsibility of all able staff to assist any persons with disabilities in descending the stairwell in a safe and quick manner. JPL will have made every attempt, however, to make prior arrangements with an Emergency Responder or other staff for these individuals to have assistance in evacuating the building in the event of an emergency.



- Once you have reached the first floor, follow the exit signs to exit the building.
- Once outside the building, move quickly to the back of the upper parking lot near the basketball pole, and congregate with your manager and department team members.
- Before leaving the building, the Facilities Engineer and/or his designate(s), if possible, will call the Fire Department and leave all doors unlocked to allow the Fire Department easy access.
- Department Managers should group employees by department and account for all of your respective team members.
- Department Managers will provide an accountability report to an Emergency Responder.
- Once outside the building, Emergency Responders will:
  - Confirm with the Facilities Engineer that the Fire Department has been called to 911.
  - Ensure that all employees and visitors are out of the building.
  - Designate someone to meet the Fire Department at the front entrance to provide additional information.
- Staff members trained in CPR and rescue breathing should survey the individuals outside to determine if anyone is in need of first aid. Appropriate aid should then be given.
- Once outside, do not re-enter until the building is declared safe by the Fire Department and you are informed to do so by an Emergency Responder.
- Practice drills will be conducted on at least an annual basis.

## EARTHQUAKE

- Pick a “safe place” under a sturdy table or desk or against an interior wall away from windows and bookcases, or tall furniture that could fall on you. The shorter the distance to move to safety, the less likely you will be injured. Do not move around inside the building.
- Drop, cover, and hold-on. Drop under a sturdy desk or table and hold on to one leg of the table or desk. Protect your eyes by keeping your head down.
- Wait in your safe place until the shaking stops, then check to see if you are hurt. You will be better able to help others if you take care of yourself first, and then check the people around you. Move carefully and watch out for things that have fallen or broken, creating hazards. Be ready for aftershocks.
- Be on the lookout for fires. Fire is the most common earthquake-related hazard, due to broken gas lines, damaged electrical lines or appliances, and previously contained fires or sparks being released.
- If you must leave a building after the shaking stops, use the stairs, not the elevator. Earthquakes can





cause fire alarms and fire sprinklers to go off. You will not be certain whether there is a real threat of fire. As a precaution, use the stairs.

- Once outside the building, move quickly to the back of the upper parking lot, near the basketball pole and congregate with your manager and department team members
- If you are outside in an earthquake, stay outside. Move away from buildings, trees, streetlights, and power lines. Crouch down and cover your head. Many injuries occur within 10 feet of the entrance to buildings. Bricks, roofing, and other materials can fall from buildings, injuring persons nearby. Trees, streetlights, and power lines may also fall, causing damage or injury.

## SEVERE WEATHER SITUATIONS

**Tornado:** If you receive a tornado warning or if a tornado sighting is reported, seek shelter WITHIN the building.

- During a severe thunderstorm warning, or during periods of particularly high winds, keep away from glassed-in areas.
- Flying debris is the biggest danger. In the event of a tornado warning, secure or store articles which may act as projectiles and cause injury.
- If there is time, move to a bathroom or interior room on the lower level. Small rooms with a small floor area are best.
- If there is insufficient time to take shelter:
  - Go to the inside wall of a room away from windows.
  - Sit or crouch on the floor next to an inside wall or get under tables or other furniture by sitting or lying prone on the floor, face down.
  - If you can easily pick up a large book, tent it over your head.

**Flooding:** Except in the case of flash flooding, the onset of most floods is a relatively slow process with the buildup taking several days. Progressive situation reports are available from the National Weather Service and the River Forecast Center district office of the National Oceanic and Atmospheric Administration.

### **If flooding occurs:**

- If advised to do so, evacuate the building.
- Facilities engineer will shut off water at mains so contaminated water will not back up into facility supplies.

### **After a flood**

- Beware of contaminated food, water, broken gas lines and wet electrical equipment.



- Re-enter the facility only after you are notified that is safe to do so.

#### **Winter Storms:**

- The Facilities Engineer will take measures to secure the facility against storm damage.
- If a state of emergency is declared by the Commonwealth, the office may close. Check your email and voicemail for notifications.
- As stated above, team members are expected to work from home whenever possible. Refer to the employee handbook for details on JPL's inclement weather policy.

## **NUCLEAR POWER PLANT EMERGENCY**

If an accident at a nuclear power plant were to release radiation in your area, local authorities would activate warning sirens or another approved alert method. They also would instruct you through the Emergency Alert System (EAS) on local television and radio stations on how to protect yourself.

- Follow the EAS instructions carefully. This may include recommended evacuation routes.
- Minimize your exposure by increasing the distance between you and the source of the radiation. This could be evacuation or remaining indoors to minimize exposure.
- If you are told to evacuate, keep car windows and vents closed; use re-circulating air.
- If you are advised to remain indoors:
  - Facilities engineer will turn off the air conditioner, ventilation fans, furnace and other air intakes.
  - Shield yourself by placing heavy, dense material between you and the radiation source. Go to the middle of the building on the lower floor, if possible.
  - Do not use the telephone unless absolutely necessary.
- Stay out of the incident zone. Most radiation loses its strength fairly quickly.

## **UTILITY FAILURE**

**Unexpected Utility Failures:** Unexpected utility failures or incidents are common occurrences and may happen at any time. An undetected gas line leak may require only a spark to set off an explosion. Flooding from a broken water main may cause extensive damage to the property and facility and cause power failures. An electrical failure may result in the loss of refrigerated food supplies and medicines or create a severe fire hazard.

#### **Gas Line Break/Leak**

- Evacuate the facility immediately.



- Notify Facilities Engineer and/or Emergency Responder. Facilities Engineer will notify local public utility companies and police and fire departments (911).
- Facilities Engineer or gas company employee will shut off the main valve.
- Do not re-enter the facility until emergency officials say it is safe.
- Note: In the event of a gas leak, the facility will be shut down, including backup power.

### **Electric Power Failure**

- Facilities Engineer will notify the electric company.
- If there is a danger of fire, you will be advised to evacuate the facility.
- If an electrical short is suspected, Facilities Engineer will turn off power at the main control point.
- Facilities Engineer will determine the expected duration of the outage and consult with the Emergency Response team and Management.
- If the outage is due to utility company's equipment, JPL's Wi-Fi and network will be available via an alternate power supply.
- If you have a laptop, you may continue to work onsite until the outage duration is determined.
- If it is unlikely that power will not be restored within a few hours:
- If you have a laptop, you may work from home.
- If you do not have a laptop, you may be able set up your desktop in rooms that have backup power. The Bakery, Gallery 471, the Majestic and Chapel can function in a power outage. There are also orange outlets in the Lunch Room and Experience Design area that are powered on a generator.
- Always notify your manager of your plans. He/she may need to make adjustments based on client projects and deadlines.
- If you are unable to work remotely for any reason, please discuss this with your manager.

### **Water Main Break**

- Contact the Facilities Engineer.
- Facilities Engineer will shut off the valve at the primary control point.
- Facilities Engineer will determine the impact on operations and consult with the Emergency Response team and upper management, who will advise staff of response to take.



## ACTS OF TERRORISM OR CIVIL UNREST

**Terrorism/Civil Unrest:** It is an unfortunate sign of the world in which we live that there are persons who desire to cause damages similar to those caused by natural disasters. Generally, a terrorist will inflict damage in order to disrupt the way we do things or to gain attention for his/her cause. An important thing to remember is that any terrorist action is illegal, and local police will need to be involved whenever any suspicious activities occur.

Response to the consequences of a terrorist act will depend on the hazards presented.

## UNAUTHORIZED INTRUDER

### Active Shooter/Intruder Training Assets

*Link includes the following:*

- Active Shooter/Intruder Video of Training with Derry Township Police Officer Tony Clements – 1 hour 15 minutes
- Audio Recording of Lunch & Learn with Derry Township Police Officer Tony Clements – 1 hour 19 min
- Active Shooter/Intruder PowerPoint from Lunch & Learn
- Run, Hide, Fight Video – 5 min 55 seconds
- In the event a hostile intruder is in the facility, contact the police (3, 911). If practical, also contact an Emergency Responder. The Emergency Responder will help identify said intruder, evaluate the situation, and determine appropriate resolution.
- If safe to do so, an Emergency Responder or the police will escort the intruder from the facility.
- If warranted, an Emergency Responder at the scene will use the paging system to make an announcement clearly describing the location and nature of the threat.
- Depending on your location and the location of the threat, use your judgment to decide whether to run, hide or fight.



## KEY POINTS

- Since many of the procedures outlined above involve JPL’s paging system, please do not turn off the paging system in work areas or conference rooms. In client meetings, you may want to turn down the volume, but it is never advisable to be cut off from pages entirely. This is particularly important if an Emergency Responder is one of the meeting attendants.
- In addition to protecting our valued employees and guests, one goal of emergency preparedness is to ensure consistent service to our clients and to maintain their confidence in our ability to provide exemplary service. With that in mind, JPL would prefer to be the main source of managed communication for any emergency condition that might affect our clients. Please use good judgment with external communications that could affect our clients and our business.





## LOBBYING CERTIFICATION FORM

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, which can be found at:

<https://www.gsa.gov/Forms/TrackForm/33144>

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: \_\_\_\_\_

Steven Lucas Kempinski

TITLE: President

DATE: 2/19/2021

**IRAN FREE PROCUREMENT CERTIFICATION FORM**

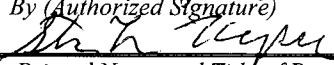
**(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

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> IPL Integrated Communications, Inc. / S&T Bank	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Steven Lucas Kempfski, President	<i>Date Executed</i> 2/19/2017

**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, Steven Lucas Kempinski, President of JPL Integrated Communications, Inc. a Pennsylvania corporation or other legal entity, ("Contractor") located at 471 JPL wick Dr., Harrisburg, PA 17111, having a Federal Identification Number of 25-1599215, 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]

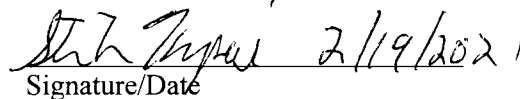
The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

  
Signature/Date

Meredith McCann / Director, Human Resources  
Printed Name/Title

JPL Integrated Communications, Inc.  
Corporate or Legal Entity's Name

  
Signature/Date

Steven Lucas Kempinski / President  
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.

---

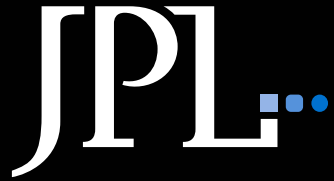
Signature

---

Title

---

Date



# ISMART RFP- SOLUTION DEMONSTRATION

## THE DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS (DDAP)

April 14, 2021

# AGENDA

- ① JPL – Momentum Overview
- ② Team Introduction
- ③ ecoLearn LMS Overview
- ④ Technical Demonstration
- ⑤ Break
- ⑥ Technical Demonstration and Next Steps



# ABOUT JPL

Headquartered in  
**Harrisburg, PA**

**NYC & Philly** Offices

Founded in **1989**

**110+** team members

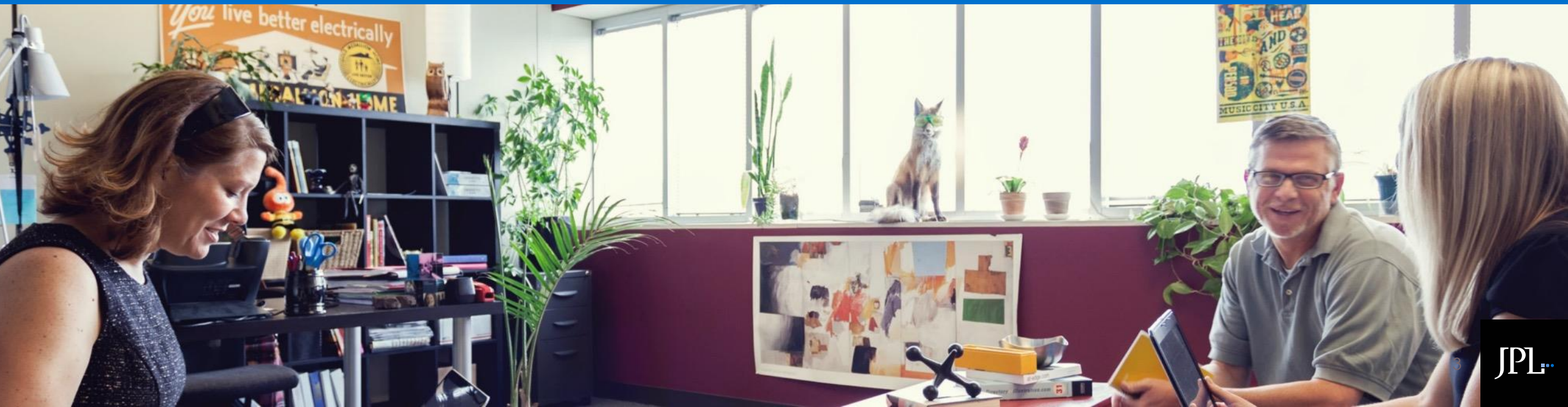
One of the **largest independent full-service agencies** in the Mid-Atlantic

**dVINEI**  
INTERACTIVE  
*POWERED by Learning*

Service **regional, national and global clients** in consumer and B2B markets

Named a **Best Place to Work in PA** 19 straight years

**32-year history of success** with Commonwealth agencies



# ABOUT MOMENTUM

---

Small, women-owned  
**IT and Management  
Consulting firm** based  
in Camp Hill,  
Pennsylvania

---

**Founded in 1998**, with  
more than **65  
employees** and  
**public and private  
sector clients**  
throughout the **mid-  
Atlantic region**

---

Four core service  
offerings –  
**Management  
Consulting, Process  
Improvement,  
Project  
Management, and  
Implementation  
Support**

---

We **add value** to clients  
by **providing high-quality  
resources, using industry  
proven standards** and  
**best practices**, and  
providing a **hands-on  
approach to service  
delivery**



# CLIENTS







# INTERACTIVE

- Strategy & architecture
- User experience consulting (UX)
- Web & mobile apps
- SEO & content strategy
- Accessibility audits
- Third-party integrations



# TEAM INTRODUCTION

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# TEAM INTRODUCTION

---

**Luke Kempski**

President

**Jenny Kerwin**

Lead, Learning and Technology Analyst

**Mike Leitzel**

Technical Consultant/ Application Developer

**Kathy Kieffer**

Business Relationship Manager

**Beth Nipple**

Account Manager

**Jason McCauslin**

Lead Application Developer

**Melissa Wimbish**

Visual Design Director

**Jerry Bellew**

UI/UX Developer

**Katie Langan**

Learning Quality & Support Specialist

# ECOLEARN®

---

The JPL Learning Management System Framework.

# ECOLEARN LMS FRAMEWORK

A FLEXIBLE, WEB-BASED FRAMEWORK BUILT SPECIFICALLY FOR YOUR ORGANIZATION'S NEEDS.

CRAFT LEARNING EXPERIENCES

TRACK PERFORMANCE

UPLOAD LEARNING CONTENT

ISSUE CERTIFICATES & TRANSCRIPTS

MANAGE REGISTRATION & ENROLLMENT

SEND NOTIFICATIONS

SET RULES & PREREQUISITES

CREATE SURVEYS

# **ECOLEARN LMS**

---

**FLEXIBLE FRAMEWORK**

**CUSTOM BRANDING**

**USER FRIENDLY**

**MOBILE LEARNING**

**DATA DASHBOARDS**

**CONTENT & COURSE MANAGEMENT**

**ELEARNING & ILT TRACKING**

**NOTIFICATIONS**

**REPORTS & ANALYTICS**

**API INTEGRATION**

**NO LICENSING FEE & NO PER PERSON CHARGE**



Administration ▼

Courses ▼

Help

Log Out



## Required Courses

APL delivers online courses on various topics relevant to your safety, security, and job performance.

The courses that you are **required** to take to be in compliance are listed below. Courses are organized into curriculum categories. Courses will be removed as you complete them. Find certificates for completed courses on [My Account](#) or [All Courses](#).

Select desired to view additional courses the will support your ongoing training and development.

[Desired](#) > [All Courses](#)

For more information about course categories and colors, refer to [Help](#).

**Member Import/Export • Reports & Dashboards • Branded Design**

Estimated Time to Complete Modules Listed: **11:23**

Curriculum: Safety



Curriculum: Security



## My Training



### Applying the International Fire Code under the UCC – the Correct Way!

This online session examines the challenge of accurately interpreting the sections of the International Fire Code that are applicable under the PA UCC. Only specific sections of the Fire Code that are referenced by the International Building Code are enforceable by UCC certified plans examiners and building inspectors. Other sections are enforceable after following the UCC amendment process, and other sections are enforceable by adopting a municipal ordinance. There are some sections that are off limits entirely. This course will help you identify the difference between them.



### Relocated Manufactured Housing – Habitability and Installation

This online session is intended to introduce the participant to the recent changes in state law that authorized the establishment of installation and habitability guidelines for relocated manufactured homes. The expanded role of the manufactured home installer will be explored, as well as a detailed look at both the installation and habitability guidelines that have been developed.

This course provides construction code officials with the training they need to meet the provisions of Act 458 of 2004, requiring code officials who inspect the installation of new manufactured homes to complete a training program. The course will cover the requirements for code officials to continue inspecting the installation of new manufactured homes.

**Webinar Delivery • Single Sign-On • Easy to Navigate**



### Defining Historic Buildings: So Much More than Age



My Account

Training

MPOETC Curriculum

**MPOETC 2019**

2019 Auth and Cert

Legal Update 19-001

Vehicle Stops 19-002

Adv Interviewing 19-003

Electronic Evidence 19-004

2019 Video Evidence CLE01089

CLEE

MPOETC 2018

MPOETC 2017

MPOETC 2016

MPOETC 2015

MPOETC 2014

MPOETC 2013

MPOETC 2012

PAVTN Curriculum

INVESTIGATION

PROGRAMS & SYSTEMS

[Home](#) > [Members](#) > [Training](#) > [MPOETC Curriculum](#) > [MPOETC 2019](#)

## MPOETC 2019

The Pennsylvania Municipal Police Officers' Education & Training Commission (MPOETC) requires police officers to complete 12 credit hours of training each year.

The Legal Update course (19-001) is a mandatory training worth 3 credit hours. The remaining 9 credit hours of training can be of the police officers' choosing.

The 2019 Authentication and Certification course must be completed first to gain access to these courses.

[2019 Authentication & Certification](#) >

To enter the 2019 MPOETC Mandatory In-Service Online Training Curriculum, you must first complete the MPOETC Authentication and Certification Course. This course verifies that you agree to comply with the MPOETC cheating policy and confirms your identity. Failure to comply with any PAVTN or MPOETC requirement related to online administration, training and testing procedures will result in you not receiving official credit towards your annual training and re-certification requirements. [MPOETC Cheating Policy](#)

[BEGIN >](#)

[Legal Update 2019 \(19-001\) Mandatory Course](#) >

### 3 Credit Hours

This three-credit course discusses significant pieces of legislation passed after July 1, 2017 that affect police operations and investigations, specifically changes and updates to the Pennsylvania Crimes Code, Vehicle and Traffic Code, and the Pennsylvania Commonwealth, Superior and Supreme Courts, and the United States Supreme Court and other federal courts and explains legal issues directly impacting police procedures and the case preparation process.

19-001 Legal Update 2019 Workbook

[BEGIN >](#)

[Officer Safety – Unknown Risk Vehicle Stops \(19-002\)](#) >

### 3 Credit Hours

**Statewide Audience • Customized Content Organization • Various Delivery Methods**



## FIND A TRAINING



The Northeast Counterdrug Training Center provides training in prevention and counterdrug activities to law enforcement agencies and community-based organizations working to reduce the availability of illicit drugs, improve public safety, and diminish drug use in our society. Upcoming courses are listed below.

## LIVE WEBINARS ARE NOW AVAILABLE!

NCTC is excited to announce we are now offering free live webinars for law enforcement! All webinar classes are Eastern Standard time zone unless noted otherwise. Registration is still required. Search for "webinar" to find virtual classes.



## National Audience • ILT Management • Data Categorization

Technology Threats and Trends Against Law Enforcement

Drug Interdiction and Conducting the Complete Traffic Stop

# ECOLEARN FUNCTIONALITY

- Content – Build the Learning Experience
- Members – Manage the Learners
- Courses – Manage the Learning
- Reporting – Analyze Learning
- Customizations

# ECOLEARN DEMONSTRATION

---

# ECOLEARN TERMINOLOGY & FUNCTIONALITY

- All implementations of the LMS are different and customizable
- Demo will include several different solutions, with a primary focus on one that aligns with the requirements

**Users:** Back office, administrators

**Members:** Learner, students, visitors to the frontend of the site

# DDAP ADMINISTRATIVE ROLES

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# A. DDAP ADMINISTRATIVE ROLES

---

- Demonstrate DDAP Administrative User Setup.
- Demonstrate an Administrative dashboard.
- Demonstrate course administration/workflow, adding new and editing existing course information, including list of approved trainers for a specific course and assignment of learning tracks.
- Demonstrate setting course prerequisites.
- Demonstrate workflow for class scheduling – DDAP initiated and SCA requested classes.
- Demonstrate class cancellation, changes to class schedule.
- Demonstrate waitlist automation.
- Demonstrate attendance management – class completion, no-shows, assessment of penalty fees, unlocking accounts etc.
- Demonstrate venue administration.
- Demonstrate contacting system users, including posting announcements.
- Demonstrate reporting access and generation, both pre-defined and ad hoc reports and including download capability.
- Demonstrate system administrator capabilities (i.e., manage code tables, make configuration and workflow changes in the web-based user interface, deactivate user accounts, etc.).

# ADMINISTRATION

Content Media Users Members Forms Translation Courses Utilities ...

Content

- Home
- Content Settings
- Sitemap XML
- Recycle Bin

Redirect URL Management [nogleMembershipSettings] [nctcSiteSettings]

Type to search...

Culture	Original URL	Redirected To	
*	/account/register/	→ /account/need-an-account/	Remove
*	/members/course-registration/	→ /members/event-registration/	Remove
*	/navigation/	→ /content-settings/	Remove
*	/sitemap/	→ /sitemap-xml/	Remove



# ADMINISTRATIVE USER SETUP

Users

Users

Forms Security

## User management

Invite user

Users (24)

Status: All Groups: All Order by: Name (A-Z)

<p>BS</p> <p><b>Brandon Staudt</b> LMS Administrators, NCTC Training Coordinators, MTT NCOIC</p> <p>Last login April 6, 2021 10:44 PM</p>	<p>BA</p> <p><b>Burkholder, Andrea</b> NCTC Training Coordinators</p> <p>Last login January 28, 2021 8:53 PM</p>	<p>CO</p> <p><b>Caine Oswald</b> NCTC Training Coordinators, MTT NCOIC</p> <p>Last login April 6, 2021 4:19 PM</p>	<p>DY</p> <p><b>Derek Yeagy</b> NCTC Training Coordinators</p> <p>Last login April 6, 2021 7:37 PM</p>
<p>FS</p> <p><b>Francis Sly</b> NCTC Training Coordinators, MTT NCOIC</p> <p>Last login April 6, 2021 10:57 PM</p>	<p>JC</p> <p><b>Jenny Collins</b> NCTC Training Coordinators</p> <p>Last login October 16, 2020 1:42 PM</p>	<p>JK</p> <p><b>Jenny Kerwin</b> Translators, LMS Administrators, NCTC Training Coordinators, MTT NCOIC</p> <p>Last login April 12, 2021 1:49 PM</p>	<p>Locked out</p> <p>JE</p> <p><b>Jessica Erickson</b> LMS Administrators, MTT NCOIC</p> <p>Last login February 24, 2021 9:50 PM</p>

# ADMINISTRATIVE USER SETUP

The screenshot shows the Umbraco administrative interface for user management. The top navigation bar includes links for Users, Members, Forms, Translation, Courses, and Utilities. The main content area is titled "User management" and contains a "Create user" form. The form includes fields for Name, Email, and User group, along with a "Create user" button and an "Add" button. A sidebar on the right, titled "Select user groups", lists four user groups: LMS Administrators, MTT NCOIC, NCTC Training Coordinators, and Translators, each with its associated sections and start nodes.

**Users** Members Forms Translation Courses Utilities ...

User management

← Back to users

### Create user

Create new users to give them access to Umbraco. When a new user is created a password will be generated that you can share with the user.

**Name \***  
Enter a name...

**Email \***  
Enter an email...

**User group \***  
Add groups to assign access and permissions

Add

Create user

### Select user groups

Type to filter...

- LMS Administrators**  
Sections: Content, Media, Users, Members, Forms, Courses, Utilities, Learning, Surveys  
Content start node: Content root  
Media start node: Media root
- MTT NCOIC**  
Sections: Media, Users, Members, Courses, Utilities  
Content start node: No start node selected  
Media start node: Course Documents
- NCTC Training Coordinators**  
Sections: Members, Courses, Utilities  
Content start node: Content root  
Media start node: Media root
- Translators**  
Sections: Translation  
Content start node: Content root  
Media start node: Media root

# CLASS/EVENT MANAGEMENT

Course








- ▼ Instructor Led Training
  - ▼ Active
    - ▶ A-F
    - ▶ G-K
    - ▼ L-P
      - 📄 Phoenix Training - Addiction and...
      - 📄 Opioid Awareness Seminar
      - 📄 Law Enforcement Intelligence
      - 📄 Naloxone Administrator for Pote...
      - 📄 Leading and Managing a Task Fo...
      - 📄 Low Light Tactical Training
      - 📄 Managing Narcotics Informants
      - 📄 Methamphetamine Clandestine ...
      - 📄 Mexican Drug Cartel Investigati...

Calendar

Member Transcripts

Member Activity

2021-04-13 ✕ 📅 🕒 List ▾

Start Date	End Date	Course	Location	City	State	Max	Total	Registered	Approved
 04/13/2021	04/16/2021	Woodland Tactical	FTIG Building 4-7 HREF	Annville	PA	20	13	1	12
 04/14/2021	04/15/2021	Law Enforcement Intelligence	FTIG	Annville	PA	40	54	51	0
 04/16/2021	04/18/2021	Open Source Intelligence	BLDG 8-65	Annville	PA	40	20	19	0
 04/16/2021	04/17/2021	Mid-Level Narcotics Investigations	BLDG 8-65	Annville	PA	40	40	40	0
 04/19/2021	04/19/2021	Bulletproof Mind	BLDG 8-65	Annville	PA	50	19	19	0
 04/19/2021	04/23/2021	Physical Surveillance	Grand Hotel and Spa	Ocean City	MD	25	33	0	31
 04/19/2021	04/20/2021	Narcotics Enforcement & Trafficking Investigations in Hotels/Motels & Parcel/Freight Carriers	NF HIDTA	Jacksonville	FL	60	73	6	65

# CLASS/EVENT MANAGEMENT



Woodland Tactical - 04/13/2021 - FTIG Building 4-7 HREF



Details



Transcripts



Info

Actions ▾

## Details

Url </event/?eid=20ad0116-f341-4801-a76e-a67f3e9f3b63>

Calendar [/App\\_plugins/nogle-course-instructor/ics.cshtml?20ad0116-f341-4801-a76e-a67f3e9f3b63](/App_plugins/nogle-course-instructor/ics.cshtml?20ad0116-f341-4801-a76e-a67f3e9f3b63)

Event Type \* In-Residence ▾

Course Code \* WDT0121

key to master calendar

Credit Hours 32 Hours

Credit Hours

Private

Invitation only event does not display on event list

Notification

Turn On and Off Scheduled Notification

Start Date 2021-04-13 09:00:00 ✕ 📅

Start Date of Event

# CLASS/EVENT – SEND NOTIFICATION

Agency Name	Agency State	Inserted	Date	Status	Comple
NCTC	PA	02/4/2021	04/6/2021	approved	incomple
Dauphin County Adult Probation	PA	03/22/2021	04/6/2021	approved	incomple
United States Marshals Service	PA	03/22/2021	04/6/2021	approved	incomple
Parole Board	PA	03/9/2021	04/6/2021	approved	incomple
United States Secret Service	PA	04/6/2021	04/6/2021	Registered	incomple
PA State Parole/DOC	PA	03/10/2021	04/6/2021	approved	incomple
York County Sheriff's Department	PA	03/19/2021	04/6/2021	approved	incomple
United States Marshals Service	Pa	03/18/2021	04/6/2021	approved	incomple
Pennsylvania State Police	PA	03/9/2021	04/6/2021	approved	incomple
York County Sheriffs Office	PA	03/19/2021	04/6/2021	approved	incomple
Board of Probation & Parole	PA	03/22/2021	04/6/2021	approved	incomple
Lycoming County Sheriff's Department	PA	03/9/2021	04/6/2021	approved	incomple
York County Sheriff's Office	PA	03/22/2021	04/6/2021	approved	incomple

Close Send Notification Set Transcript Status Add Transcript Record

## Woodland Tactical - 04/13/2021 - FTIG Building 4-7 HREF - Members

### Recipients (Context Member)

### Recipients

To:  ? ?

CC:  +

BCC:  +

### Message

From:

Subject:  ?

Content description

<> ↶ ↷ Formats **B** *I* [List Icons] [Link Icon]

{member.firstname} {member.lastname}  
Your request to attend the following event has been received and approved.

Class Information:  
{course.name}  
{event\_startdate(MM/dd/yyyy)} {event\_enddate(MM/dd/yyyy)}

# VENUE/LOCATION MANAGEMENT

Content Media Users Members Forms Translation Courses Utilities ...

JK

## Utilities

- Certificate
- Agency
- Location**
- Notification
- Reports
  - Notification Tools
  - System Reports
    - Course Statistics
    - System Course Tools
    - Member Search
    - Users
    - Event Search
    - Attendance
    - Course & Member
- Schedules
  - Event Tools
- Tools
  - Notification
  - Settings
  - API Documentation
  - System Utilities


## Event Locations

Search and Manage Locations

Actions

Name	City	State	Updated
1st Floor Auditorium	Dallas	TX	10/20/2020
261 Aikens Center	Martinsburg	WV	10/20/2020
Aikens Center	Martinsburg	WV	10/20/2020
Akron Police Department	Akron	OH	10/20/2020
Allegheny County Police Training Academy	Allison Park	PA	10/20/2020
Amarillo College West Campus Building C, Roo...	Amarillo	TX	10/20/2020
Anchorage Police Department	Anchorage	AK	10/20/2020
Anchorage Police Department Training Center	Anchorage	AK	10/20/2020
ARDEC Homeland Defense Homeland Security...	Picatinny	NJ	10/20/2020
ARDEC'S HOMELAND DEFENSE HOMELAN...	Picatinny	NJ	10/20/2020
ARDEC'S HOMELAND DEFENSE HOMELAN...	Rockaway (Dover),	NJ	10/20/2020
ARDEC'S HOMELAND DEFENSE HOMELAN...	Picatinny	NJ	10/20/2020
ARIN IU28	Indiana	PA	10/20/2020
Arizona HIDTA Training Center	Chandler	AZ	10/20/2020

# VENUE/LOCATION MANAGEMENT

	<b>261 Aikens Center</b> Martinsburg, WV
<b>Content</b>	
<b>Address</b>	<input type="text" value="Suite 200"/>
<b>City</b>	<input type="text" value="Martinsburg"/>
<b>State</b>	<input type="text" value="WV"/> 0 characters left.
<b>Zip Code</b>	<input type="text" value="25404"/>
<b>County</b>	<input type="text"/>
<b>Point Of Contact</b>	<input type="text" value="Ramona Boland"/>
<b>Point Of Contact Phone</b>	<input type="text"/>
<b>Point Of Contact Email</b>	<input type="text" value="RBoland@wb.hidta.org"/>

# MANAGE CONTENT – CALL OUTS

The screenshot shows a content management system interface. At the top, a dark blue navigation bar contains menu items: Content, Media, Users, Members, Forms, Translation, Courses, Utilities, and a search icon. A user profile icon labeled 'JK' is in the top right. Below the navigation bar is a sidebar on the left with a 'Content' section containing a tree view: Home, About NCTC, Training (expanded), Upcoming Training (selected), Course List, Course Descriptions, Online Courses, Services, Facilities, Event, Contact Us, Search Results, Account, Members, 404, Security, and Content Settings. The main content area has a search bar with 'Upcoming Training' and buttons for 'Content', 'Info', and 'Actions'. The page is divided into sections: 'Hero' with an 'Add content' button, 'Sections' with a 'Callouts' section (expanded), and 'Right Column Callouts'. The 'Callouts' section has a title field, a sub title field, and a 'Left Column Callouts' list containing 'Find a Training'. Below this is another 'Add content' button. The 'Right Column Callouts' section has a title field with 'Live Webinars are now available!' and a content field with a rich text editor containing the text: 'NCTC is excited to announce we are now offering free live webinars for law enforcement! All webinar classes are Eastern Standard time zone unless noted otherwise. Registration is still required. Search for "webinar" to find virtual classes.'

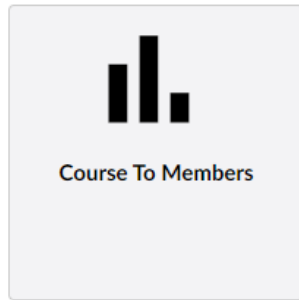
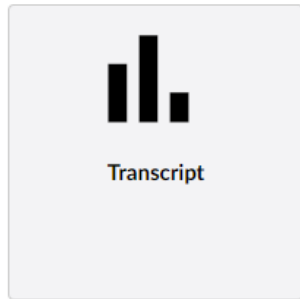
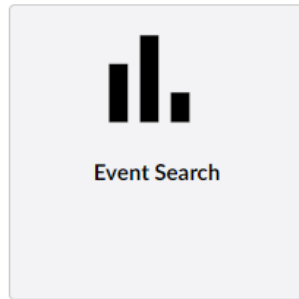
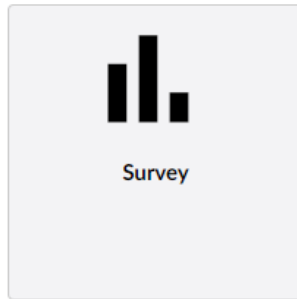
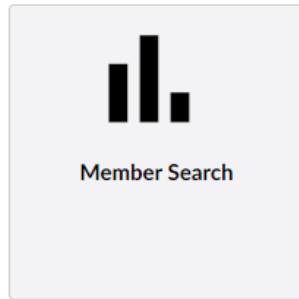
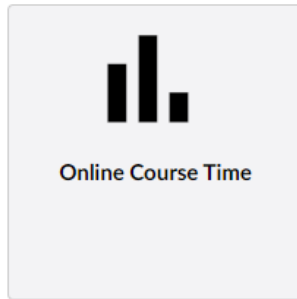
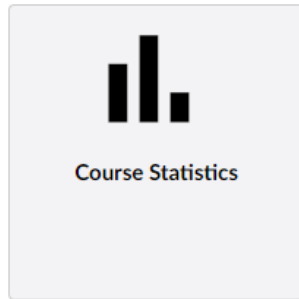


# REPORTING

- Content
- Media
- Users
- Members
- Forms
- Translation
- Courses
- Utilities
- ...

- Notification
- Report
  - Notification Tasks
  - System Reports
    - Course Statistics
    - Online Course Time
    - Member Search
    - Survey
    - Event Search
    - Transcript
    - Course To Members

## System Reports



# REPORTING



## Event Search

Course

Event Name

Begin Start Date Range

End Start Date Range



1 of 2



Page Width



## Events

**Date Range** First thru Last  
**Course** Basic Narcotics Investigator  
**Course Name** All

Start Date	Course Name	Location	Instructor	Credit Hrs
<a href="#">9/30/2013</a>	<a href="#">Basic Narcotics Investigator</a>			
<a href="#">3/25/2019</a>	<a href="#">Basic Narcotics Investigator</a>	EPCSO Academy	Byron Boston/Professional Law Enforcement Training	
<a href="#">9/19/2011</a>	<a href="#">Basic Narcotics Investigator</a>			
<a href="#">5/13/2019</a>	<a href="#">Basic Narcotics Investigator</a>	MD HIDTA	Joe Pannullo/Harry Haynes Professional Law Enforce	
<a href="#">4/29/2019</a>	<a href="#">Basic Narcotics Investigator</a>	John H. Stamler Police Academy	Thomas Ferguson/Professional Law Enforcement Train	



## Course Statistics

Course

Begin Date Range

End Date Range

State (of Agency Member)



## Course Statistics

**Course** Advanced Narcotic Operations  
**Start Date Range** 2020-07-01 through 2021-04-12  
**State** All

Events being taught: 1

### Breakdown by Category (Attended)

Member Category	How Many
le.l	12
le.s	1
m	1
Total	21

### Breakdown by State + Category (Attended)

Agency State	Member Category	How Many
	m	1
	Total 0	1
New Jersey		1
	Total (New Jersey)	1
NJ		5
	le.l	12
	le.s	1
	Total (NJ)	18
NY		1
	Total (NY)	1
Total		21

### Breakdown by Course + Category (Attended)

Course Name	Member Category	How Many
Advanced Narcotic Operations		2
	le.l	12
	le.s	1
	m	1
	Total	21
Total		21

### Event Count by Course

# FACULTY / TRAINER

## **B. FACULTY / TRAINER**

- Demonstrate faculty/trainer account setup (if different than DDAP account setup).
- Demonstrate faculty/trainer dashboard.
- Demonstrate class scheduling/facilitation.
- Demonstrate roster management.
- Demonstrate alerts received.
- Demonstrate report access and generation.

# FACULTY / TRAINER DASHBOARD

**Course**

- ▼ Instructor Led Training
  - ▼ Active
    - ▶ A-F
    - ▶ G-K
    - ▼ L-P
      - 📅 Phoenix Training - Addiction and...
      - 📅 Opioid Awareness Seminar
      - 📅 Law Enforcement Intelligence
      - 📅 Naloxone Administrator for Pote...
      - 📅 Leading and Managing a Task Fo...
      - 📅 Low Light Tactical Training
      - 📅 Managing Narcotics Informants
      - 📅 Methamphetamine Clandestine ...
      - 📅 Mexican Drug Cartel Investigati...

Calendar

Member Transcripts

Member Activity

2021-04-13
✕ 📅 🕒
List ▾

Start Date	End Date	Course	Location	City	State	Max	Total	Registered	Approved
📅 04/13/2021	04/16/2021	Woodland Tactical	FTIG Building 4-7 HREF	Annville	PA	20	13	1	12
📅 04/14/2021	04/15/2021	Law Enforcement Intelligence	FTIG	Annville	PA	40	54	51	0
📅 04/16/2021	04/18/2021	Open Source Intelligence	BLDG 8-65	Annville	PA	40	20	19	0
📅 04/16/2021	04/17/2021	Mid-Level Narcotics Investigations	BLDG 8-65	Annville	PA	40	40	40	0
📅 04/19/2021	04/19/2021	Bulletproof Mind	BLDG 8-65	Annville	PA	50	19	19	0
📅 04/19/2021	04/23/2021	Physical Surveillance	Grand Hotel and Spa	Ocean City	MD	25	33	0	31
📅 04/19/2021	04/20/2021	Narcotics Enforcement & Trafficking Investigations in Hotels/Motels & Parcel/Freight Carriers	NF HIDTA	Jacksonville	FL	60	73	6	65

34

# FACULTY / TRAINER DASHBOARD

Law Enforcement Intelligence - 04/14/2021 - FTIG

+ Add Record

Status : All

Details Transcripts Info Actions

Date	Observer	Member	Course	Complete	Status	Score
03/18/2021	Kaleb Daubert		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	cancelled	
03/17/2021	Brandon Staudt		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	registered	
03/9/2021	LMS		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	Registered	
03/8/2021	LMS		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	Registered	
03/8/2021	LMS		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	Registered	
03/7/2021	LMS		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	Cancelled	
03/2/2021	LMS		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	Registered	
03/1/2021	LMS		Law Enforcement Intelligence Law Enforcement Intelligence - 04/14/2021 - FTIG	incomplete	Registered	

# FACULTY / TRAINER



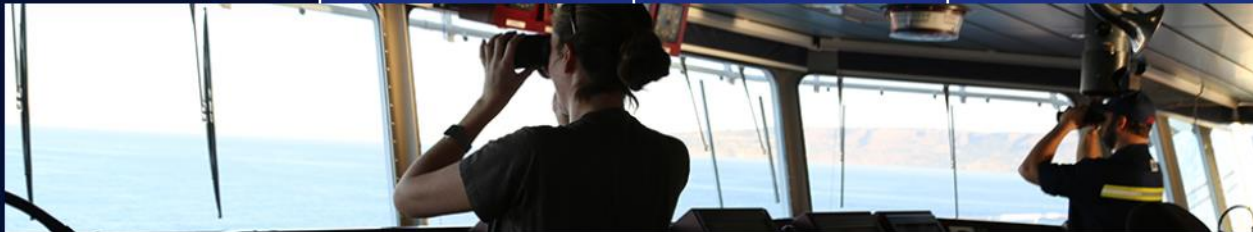
Welcome [Jenny Kerwin](#)

Administration ▾

Courses ▾

Help

Log Out



### Curriculum: Safety

Module Name	Crew	Files
100: Confined Spaces ILT		<a href="#">Confined Space Entry</a> <a href="#">Enclosed Space Rescue Kit Instructions</a>
Enclosed Space Rescue Kit Instructions		<a href="#">Enclosed Space Rescue Kit Instructions</a>
103: Lock Out / Tag Out ILT		<a href="#">Lock Out/Tag Out ILT</a>
104: Hearing Conservation ILT		<a href="#">AML Hearing Conservation</a>
113: Crane Operator ILT		<a href="#">Crane Operator ILT</a>
125: Hot Work ILT		<a href="#">Hot Work ILT</a>
126: Fluorescent Fixtures ILT		<a href="#">Fluorescent Fixtures ILT</a>
129: Safe Lifting ILT		<a href="#">Safe Lifting ILT</a>
130: Communication of Hazards ILT		<a href="#">Communication of Hazards ILT</a>
132: Hazardous Materials ILT		<a href="#">Hazardous Materials</a>
134: AML Shipyard Safety Officer		<a href="#">AML SY Safety Officer SEPT 2020</a>
140: Fall Protection ILT		<a href="#">Fall Protection Body Harness</a>



Welcome [Jenny Kerwin](#)

Administration ▾

Courses ▾

Help

Log Out



### Administration

#### COVID-19 SAFETY INFORMATION

DASHBOARD	ACTIVE CREW LIST	COMPLIANCE REPORT	DETAIL REPORT
COURSE REPORT	ILT MANAGEMENT	ADMIN LINKS	VENDOR LOOKUP
CREW PASSWORD RESET	MEMBER STATS	COURSE STATS	LMS ADMINISTRATION

# TRAINER DASHBOARD

- Notification
- Report
  - Notification Tasks
- System Reports
  - Course Statistics
  - Online Course Time
  - Member Search
  - Survey
  - Event Search
  - Transcript
  - Course To Members
- Scheduler
  - Event Tasks
- Utility
  - Notification
  - Settings
  - NCTC Documentation
  - Member Utilities
  - Upload Utilities
- Activity
  - Activity Metrics
  - Member Metrics**





# STUDENT USER EXPERIENCE

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# C. STUDENT USER EXPERIENCE

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- Demonstrate a student user account set up.
- Demonstrate student user dashboard.
- Demonstrate a student user interactive course catalog.
- Demonstrate a student user course search.
- Demonstrate a student user schedule search.
- Demonstrate a student user class selection.
- Demonstrate a student user registration.
- Demonstrate a student user class evaluation.
- Demonstrate a student user cancel registration.
- Demonstrate a student user waitlist functionality.
- Demonstrate student access to training transcripts/certificates.
- Demonstrate student user course prerequisite restrictions when scheduling a class.

# STUDENT ACCOUNT

## Transcript

Your transcript is a record of the training that you've completed with the NCTC. Select the certificate link(s) to view, download, and print your certificates. Select the Print button to download and/or print a PDF version of this transcript.

### TRANSCRIPT

Course	Date	Status	Complete	Certificate
Basic Narcotics Investigator (1/25/2021 ↔ 1/29/2021)	12/7/2020	awaiting approval	incomplete	
Drug Interdiction and Conducting the Complete Traffic Stop (1/15/2020 ↔ 1/16/2020)	1/15/2020	cancelled	incomplete	
Managing Narcotics Informants (2/15/2021 ↔ 2/17/2021)	2/12/2021	cancelled	incomplete	
Mexican Drug Cartel Investigations (3/17/2021 ↔ 3/18/2021)	3/15/2021	Cancelled	incomplete	
Money Laundering (6/15/2021 ↔ 6/16/2021)	11/17/2020	cancelled	incomplete	
Narco-Jihadist Alliance (2/23/2021 ↔ 2/25/2021)	2/19/2021	approved	incomplete	
Technology Threats and Trends Against Law Enforcement (1/25/2021 ↔ 1/26/2021)	1/11/2021	cancelled	incomplete	
Video Surveillance Techniques (11/10/2020 ↔ 11/12/2020)	10/29/2020	completed	completed	Certificate
Opioid Awareness Seminar	1/26/2021	completed	completed	Certificate

PRINT

## Register

Create an account to register for a training event and view your training record.

### REGISTER

First Name \*

Last Name \*

Email \*

Confirm Email \*

Position / Title / Rank \*

Phone Number \*

Mobile Phone Number \*

Agency Name \*

Agency City \*

Agency State \*

Agency Zip \*

Category \*

- Military
- Army
  - Navy
  - Marine Corp
  - Air Force
  - Coast Guard
- Law Enforcement
- Local
  - State
  - Federal
  - Tribal
- Community Based Organizations
- Government Organization
  - School District
  - College / University
  - Non-Profit

Supervisor's Name \*

Supervisor's Email Address \*

Supervisor's Phone \*

Emergency Contact Name \*

Emergency Contact Relationship \*

Emergency Contact Phone \*

Password \*

Confirm Password \*

Do you want to receive SMS Messages?

REGISTER

# COURSE CATALOG

Northeast Counterdrug Training Center

NEED AN ACCOUNT?

LOGIN

HOME

SERVICES ▾

ABOUT NCTC ▾

TRAINING ▾

FACILITIES

CONTACT US



HOME · COURSE DESCRIPTIONS

Explore our courses to find the training you need. Upcoming training dates are listed at the bottom of each course description.

## COURSE LIST VIEW



### Advanced Narcotic Operations

[Corrections](#) [Military](#) [Law Enforcement](#)

Covert operations are unpredictable and have the potential to turn deadly in a split second. Many covert operations proactively target the worst criminals operating in communities by using undercover (UC) law enforcement officers or confidential informants (CI). Unfortunately, the UC or CI often becomes the victim of a robbery, kidnapping, or other violent act. Initially, the UC or CI must aggressively fight or utilize stall tactics to save their life.

[+ READ MORE](#)



### Basic Narcotics Investigator

[Law Enforcement](#)

Narcotic investigators are faced with a challenge and dynamic assignment of proactively targeting individuals involved in the illicit manufacture, distribution, and/or possession of narcotics. Oftentimes, investigators are assigned to a narcotic unit and receive limited training. This can inadvertently lead to critical errors in various aspects of narcotic-related investigations. This five-day training course will properly prepare officers with the tools they need to successfully conduct a narcotic investigation.

[+ READ MORE](#)

## Basic Narcotics Investigator

### Course Description:

Narcotic investigators are faced with a challenge and dynamic assignment of proactively targeting individuals involved in the illicit manufacture, distribution, and/or possession of narcotics. Oftentimes, investigators are assigned to a narcotic unit and receive limited training. This can inadvertently lead to critical errors in various aspects of narcotic-related investigations. This five-day training course will properly prepare officers with the tools they need to successfully conduct a narcotic investigation. Officers will receive in-depth training on common street drug identification, paraphernalia, cutting agents, current prices, and terminology.

### Upon successful completion of the course, students will be able to:

1. Identify commonly abused illegal narcotics and abused prescription drugs
2. Recognize cutting agents and drug paraphernalia
3. Recognize clandestine labs
4. Recognize and assist drug endangered children
5. Recite updated narcotic search & seizure laws
6. Conduct interview and interrogation of narcotic suspects
7. Cultivate confidential informants
8. Conduct controlled operations and operation briefings
9. Identify methods to process warrant scenes
10. Identify and conduct drug-related overdose death investigations
11. Conduct covert surveillance
12. Recognize ethical dilemmas during narcotic investigations

**Prerequisites:** None

**Course Length:** 5 days / 40 hours

**Who May Attend:** Law Enforcement

## This event is offered on the following dates

### Basic Narcotics Investigator

Apr 26, 2021 - Apr 30, 2021

Monday - Friday

Annville PA

Full

[+ WAITING LIST](#)

# COURSE SCHEDULE SEARCH

Northeast Counterdrug Training Center
 NEED AN ACCOUNT? [LOGIN](#)

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[ABOUT NCTC](#)
[TRAINING](#)
[FACILITIES](#)
[CONTACT US](#)

[HOME](#) > [UPCOMING TRAINING](#)

## FIND A TRAINING



The Northeast Counterdrug Training Center provides training in prevention and counterdrug activities to law enforcement agencies and community-based organizations working to reduce the availability of illicit drugs, improve public safety, and diminish drug use in our society. Upcoming courses are listed below.

## LIVE WEBINARS ARE NOW AVAILABLE!

NCTC is excited to announce we are now offering free live webinars for law enforcement! All webinar classes are Eastern Standard time zone unless noted otherwise. Registration is still required. Search for "webinar" to find virtual classes.

Use the search features to find courses, search by state, or select a month to see more upcoming training. For a full list of our courses visit [Course Descriptions](#).

◀ Apr 2021 ▶

**Physical Surveillance**

Apr 19, 2021 - Apr 23, 2021  
Monday - Friday  
Ocean City MD

Full + WAITING LIST

**Narcotics Enforcement and Trafficking Investigations in Hotels/Motels and Parcel/Freight Carriers**

Apr 19, 2021 - Apr 20, 2021  
Monday - Tuesday  
Jacksonville FL

Full + WAITING LIST

**Mexican Drug Cartel Investigations**

Apr 20, 2021 - Apr 21, 2021  
Tuesday - Wednesday  
Salt Lake City UT

Full + WAITING LIST

**Social Networking**

Apr 22, 2021 - Apr 23, 2021  
Thursday - Friday  
Las Vegas NV

42 Available + REGISTER

◀ Apr 2021 ▶

New Jersey

**Street Gang Investigations**

Apr 26, 2021 - Apr 28, 2021  
Monday - Wednesday  
Piscataway NJ

Full + WAITING LIST

**Mid-Level Narcotics Investigations**

May 05, 2021 - May 06, 2021  
Wednesday - Thursday  
Piscataway NJ

Full + WAITING LIST

Use the search features to find courses, search by state, or select a month to see more upcoming training. For a full list of our courses visit [Course Descriptions](#).

◀ Apr 2021 ▶

**Mexican Drug Cartel Investigations**

Apr 20, 2021 - Apr 21, 2021  
Tuesday - Wednesday  
Salt Lake City UT

Full + WAITING LIST

**Mexican Drug Cartel Investigations**

Apr 27, 2021 - Apr 28, 2021  
Tuesday - Wednesday  
Raleigh NC

11 Available + REGISTER

# REGISTRATION

Northeast Counterdrug Training Center

PROFILE

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HOME · EVENT REGISTRATION

## Apply For Registration

### Mexican Drug Cartel Investigations

#### Course Description:

Mexican Drug Trafficking Organizations are impacting communities in nearly every city in the United States. This problem can no longer be viewed as a "Border Issue." The majority of the drugs distributed and consumed in the U.S. originate in Mexico. The cartel leaders have strategically formed relationships with American Street gangs to flood the streets with illicit drugs.

In an effort to aggressively target drug trafficking organizations, local law enforcement officers need to gain a better understanding of the true structure and operational components of the Cartels and how the Mexican drug war impacts local cities in the U.S. on a daily basis. This training course will teach local law enforcement officers how to identify, target, infiltrate, and prosecute Mexican drug trafficking organizations operating in their cities. All police officers, regardless of assignment, will benefit from this training. Gaining a true understanding of the "Drug Trafficking Pyramid" will lead to more arrests as well as larger seizures of drugs, currency, and assets.

#### Upon successful completion of the course, students will be able to:

1. Identify the 7 Mexican Drug Cartels
2. Understand the structure of the cartels
3. Identify which cartels have formed alliances with American street gangs
4. Identify local smuggling routes utilized by Mexican drug cartels
5. Understand the drug trafficking pyramid and how it impacts their investigations daily
6. Conduct a financial investigation
7. Understand "high-level" informants
8. Learn techniques and methods to manage and control informants
9. Infiltrate Mexican drug cartels through various techniques
10. Understand the benefits of wiretap investigation

Prerequisites: None

Course Length: 2 days / 16 hours

Who May Attend: Law Enforcement, Corrections, Military

Dates	Tuesday, April 27, 2021 through Wednesday, April 28, 2021
Times	8:00:00 AM through 4:00:00 PM
Location	Wake Tech Public Safety Training Center 321 Chapanoke Road Raleigh Raleigh NC 27603

Prerequisites: None

Course Length: 2 days / 16 hours

Who May Attend: Law Enforcement, Corrections, Military

Dates	Tuesday, April 27, 2021 through Wednesday, April 28, 2021
Times	8:00:00 AM through 4:00:00 PM
Location	Wake Tech Public Safety Training Center 321 Chapanoke Road Raleigh Raleigh NC 27603

Last Name	Kerwin
First Name	Jennifer
Email	jkerwin@jplcreative.com
Do you accept these terms and conditions? *	<input type="checkbox"/> Yes

I AGREE TO THE FOLLOWING STATEMENT OF UNDERSTANDING AND HAVE READ THE NCTC CODE OF CONDUCT:

1. **PURPOSE:** This form will be signed by employees of agencies who are participating in programs or courses at the Northeast Counterdrug Training Center (NCTC).
2. **PRIVACY ACT STATEMENT:** Personal data is solicited under authority of 10 USC 3012 and AR 27-40. The information is used to determine eligibility for voluntary participation in activities of the Northeast Counterdrug Training Center. Disclosure of requested information is voluntary, but failure to disclose all or any part of it may result in denial of permission to participate in such activities.
3. **DECLARATION:** I desire to participate at my own risk in the activity described above. I represent that I will take all safety precautions necessary thereto, assuming sole and full personal responsibility for ensuring that all safety requirements are met to my personal satisfaction prior to my active participation in such activity. I state that I am in good health, physically fit to engage in this activity, and have no known medical condition that could jeopardize my safety during such participation or be aggravated by such participation. I understand that the United States, the Commonwealth of PA, the Northeast Counterdrug Training Center, their officers and employees, will not be liable for personal injury, illness, death, and property damage, costs, charges, claims, demands and liabilities of whatever kind, name or nature in any manner arising out of or in connection with my participation in the indicated activity. This is not a waiver of any workers' compensation coverage, medical benefits or treatment, which I am entitled to receive as an employee of my agency or other applicable medical coverage, nor does this statement subject any government party (U.S. Government, Commonwealth of Pennsylvania, NCTC, employees, officers, successors and assigns) to any liability not expressly authorized by law. I understand and agree that I may be held personally liable for any damage or loss to the United States Government or the Commonwealth of PA that is caused by my negligence or misconduct, while participating in this activity. I further understand that any and all buildings at Fort Indiantown Gap may contain lead paint and/or asbestos and willfully accept any responsibility or possible danger associated with those elements.

REGISTER

Registration for this training DOES NOT confirm your enrollment in the Course. If your request is approved, you will receive a confirmation email verifying that you have been accepted into the course.

# SURVEY

## CELL PHONE INVESTIGATION TECHNIQUES

01/13/2021

END OF COURSE SURVEY

KERWIN, JENNIFER

Please complete this End of Course Survey to receive your certificate. Your feedback is important to our success.

The NCTC staff during the registration process were courteous and efficient.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

The course information (class days, times, login information, etc.) was clearly communicated.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

If you felt as though the course information was not clearly communicated, please explain briefly.

The course was relevant to my career field.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

The course media (video, audio, handout, etc.) was relevant and up-to-date.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

The technology in the classroom was adequate.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

The classroom was comfortable and conducive to learning.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

The instructor(s) showed thorough knowledge of subject matter.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

The instructor(s) presented the information well.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

The instructor(s) answered my questions and provided feedback when necessary.

Strongly Agree  Agree  Neither Agree or Disagree  Disagree  Strongly Disagree

What are the strong points of the course?

What are the areas of the course that need improvement?

What additional counterdrug courses would you like to see added to NCTC?

ADDITIONAL COMMENTS (if there were multiple instructors for this course and you wish to make a note about a particular instructor, please do so here.)

SUBMIT



# SURVEY BUILDER

Survey

- ▼ NCTC Surveys
  - Online Course Survey
  - Pre-Survey
  - End of Course Survey
  - Live Webinar Survey
  - Followup
  - Supervisor Follow Up
  - ✗ Post Event Survey
  - ✗ Webinar Survey

End of Course Survey

Enter a description...

Details Info Actions

Survey

Form

Alias   
form alias used in reporting

Title   
form title

Fields (Rows) + Add Field

+ Please complete this End of Course Survey ...	content		
+ <hr/>	separator		
+ The NCTC staff during the registration proc...	registration required likert		
+ <hr/>	separator		
+ The course information (class days, times, lo...	course-com... required likert		



# TRANSCRIPTS/CERTIFICATES

## Transcript

Your transcript is a record of the training that you've completed with the NCTC. Select the certificate link(s) to view, download, and print your certificates. Select the Print button to download and/or print a PDF version of this transcript.

### TRANSCRIPT

Course	Date	Status	Complete	Certificate
Basic Narcotics Investigator (1/25/2021 ↔ 1/29/2021)	12/7/2020	awaiting approval	incomplete	
Drug Interdiction and Conducting the Complete Traffic Stop (1/15/2020 ↔ 1/16/2020)	1/15/2020	cancelled	incomplete	
Managing Narcotics Informants (2/15/2021 ↔ 2/17/2021)	2/12/2021	cancelled	incomplete	
Mexican Drug Cartel Investigations (3/17/2021 ↔ 3/18/2021)	3/15/2021	Cancelled	incomplete	
Money Laundering (6/15/2021 ↔ 6/16/2021)	11/17/2020	cancelled	incomplete	
Narco-Jihadist Alliance (2/23/2021 ↔ 2/25/2021)	2/19/2021	approved	incomplete	
Technology Threats and Trends Against Law Enforcement (1/25/2021 ↔ 1/26/2021)	1/11/2021	cancelled	incomplete	
Video Surveillance Techniques (11/10/2020 ↔ 11/12/2020)	10/29/2020	completed	completed	Certificate
Opioid Awareness Seminar	1/26/2021	completed	completed	Certificate

PRINT



# SET PREREQUISITE – PRE/POST CONDITIONS

**Genetics & Personalized Medicine**  
Enter a description...

Details [Materials] Properties **Pre-Condition**

**Curriculum**

- GenomeU Phase 1 Courses
  - Introduction
  - Genetics & Personalized Medicine**

**Pre-Condition Editor**

Type

Course Status Condition

Course

Match

Status

Show

Enabled

# FISCAL

---

## D. FISCAL

- Demonstrate trainer fiscal/contracting/invoicing – discussion of customization if required.
- Demonstrate the penalty fee for no shows.
- Demonstrate user payment processing, notifications and reporting.
- Demonstrate the ability for a DDAP administrative user to record a payment for a student user.
- Demonstrate a search functionality for payments received from student users and paid to trainers.
- Demonstrate a fiscal profile including established cost ceilings - discussion of customization if required.

# PHRP – INDIVIDUAL CHECKOUT PROCESS

Course users must create an account/complete registration.

**BUY COURSE**

1 2 3 4

**Create Your Account**



<b>First Name (as it should appear on certificate)</b> First Name	<b>Last Name (as it should appear on certificate)</b> Last Name
<b>Email Address</b> name@example.com	<b>Confirm Email Address</b> name@example.com
<b>Country</b>	
<b>Password:</b> Password	<b>Re-Enter Password:</b> Confirm Password

\* Length requirement (8 or more characters)  
\* Complexity (At least 1 number, 1 letter, 1 special character)  
\* Inability to reuse previous passwords

**Continue to Payment** →

**BUY COURSE**

**Choose which option fits your needs**

 <b>INDIVIDUAL - \$49.97</b> Full year access to PHRP online training and downloadable certificate of completion for one person.	 <b>GROUP OR ORGANIZATION</b> Need to purchase subscriptions for your organization or institution? Get a discounted group rate when you purchase blocks of subscriptions.
---	--

# PHRP – INDIVIDUAL CHECKOUT PROCESS

- Course users select the course they would like to take and any continuing education credits.

**BUY COURSE**

1 2 3 4

**PHRP ONLINE TRAINING** Required \$49.97  
*One year of individual access*

**Course Type**

- PHRP**  
PHRP is a foundational course for anyone involved in research with human participants. It includes examples from a wide range of research types including clinical and behavioral sciences that address the ethics and policies of human subjects research.
- PHRP SBER**  
PHRP SBER (social, behavioral, and educational research) includes foundational content related to human subjects research with case studies, exercises, and terminology specific to SBER.

**Continuing Education Units**

- None**
- CHES®/MCHES® credits** \$25.00  
Profession: Health Educator  
Provider: National Commission for Health Education Credentialing (NCHEC) 3 Contact Hours
- ACCME/AMA PRA Category 1 Credit™** \$40.00  
Profession: Physician  
Provider: Postgraduate Institute for Medicine (PIM) 3 Credits
- ANCC Contact Hours** \$25.00  
Profession: Nurse  
Provider: Postgraduate Institute for Medicine (PIM) 3 Credits

10:26 AA checkout.stripe.com

TEST

Course subscription  
**\$49.97**

Apple Pay

Or pay with card

Email emcmacaroni@dvinci.com

Card information

1234 1234 1234 1234 VISA MASTERCARD DISCOVER AMERICAN EXPRESS

MM / YY CVC

Name on card

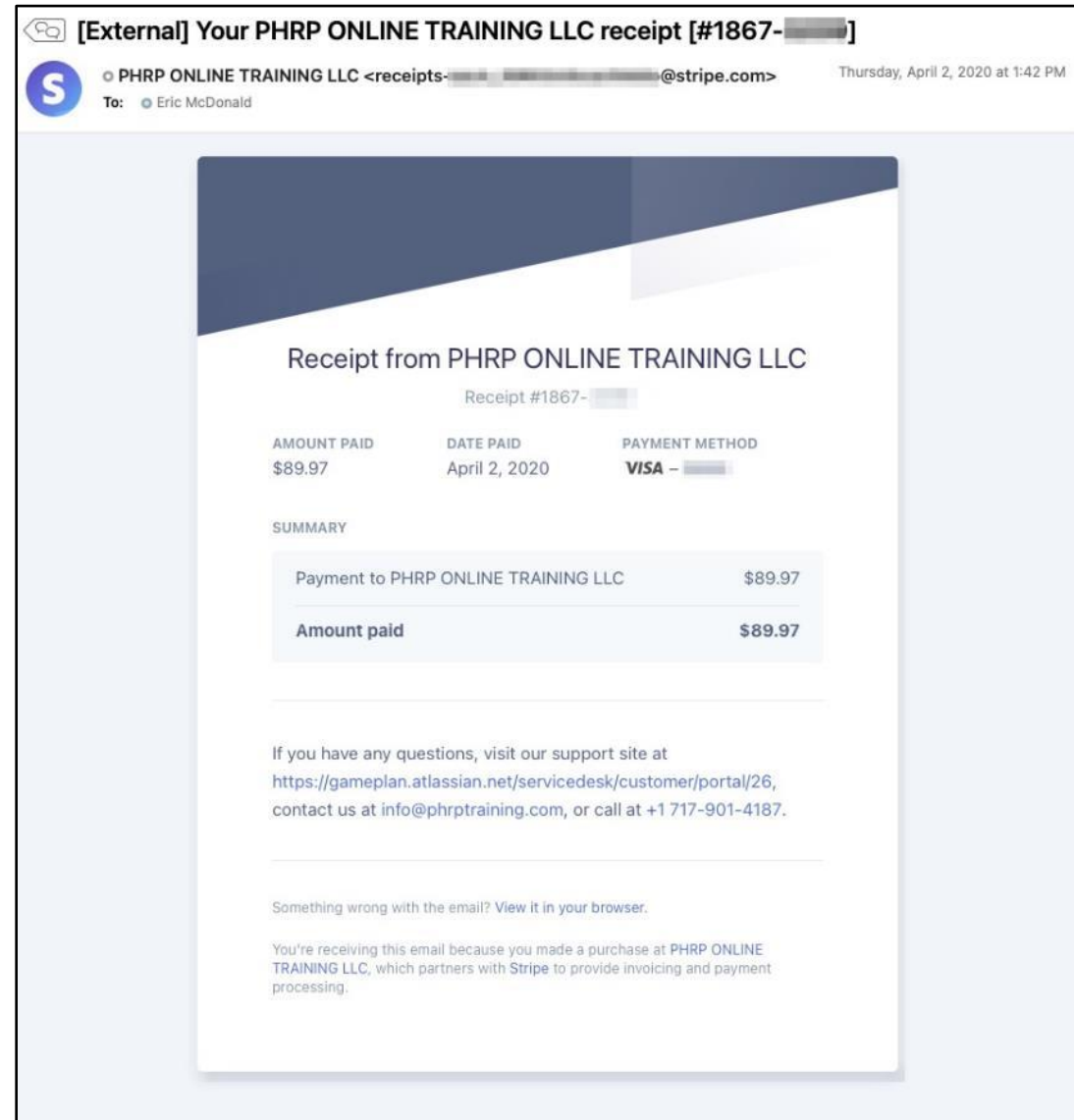
Country or region  
United States

ZIP

- Payment screen to process a credit card purchase through Stripe.
- The course dynamically presents Apple Pay, Google Pay, and Microsoft Pay as options depending on the user's device.

# PHRP – INDIVIDUAL CHECKOUT PROCESS

- Course user receipt emailed to the purchaser.



# PHRP – INDIVIDUAL CHECKOUT PROCESS

- Administrative access showing course selection of user any payments listed below as well as the option for an admin to manually mark the user as paid.

Payments ?

The user's current attempt is paid for.

[Mark as Unpaid by Admin](#)

Date	Amount	For	Transaction ID	Failure Code	Paid by Admin?
02/19/2021	\$49.97	Base Course	<a href="#">ch_1IMdb9GcocOtAiloXnfQY4NZ</a>		No





# CURRICULUM DELIVERY

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## E. CURRICULUM DELIVERY

- Demonstrate Virtual class integration.
- Demonstrate On-demand course housing, user access, user experience and reporting.
- Demonstrate document storage and trainer/student access, including ability to attach documents to training records.

# VIRTUAL CLASS INTEGRATION

Calendar Member Transcripts Member Activity

2021-01-01

Start Date	End Date	Course	Location	City	State	Max	Total	Registered	Approved	Attended
01/13/2021	01/15/2021	Street Gang Investigations	Live Online Webinar	Live Online Webinar - Eastern Standard Time		100	188	72	0	0
01/27/2021	01/29/2021	Video Surveillance Techniques	Live Online Webinar	Live Online Webinar - Eastern Standard Time		100	129	11	0	1
02/2/2021	02/4/2021	Video Surveillance Techniques	Live Online Webinar	Live Online Webinar - Eastern Standard Time		100	66	0	0	0
			Live Online Webinar	Live Online Webinar - Eastern Standard Time		300	293	0	0	16
			Live Online Webinar	Live Online Webinar - Eastern Standard Time		100	101	0	0	2
			Live Online Webinar	Live Online Webinar - Eastern Standard Time		100	122	0	0	3

**Max Students \***   
 Maximum Students for the Class

**Location**

**Virtual Link**   
 url to zoom, meet, teams...

**Location \***   
 Location of Event

**Address**   
 Address of Event

**City**   
 City of Event

# ON-DEMAND COURSES

Content Media Users Members Forms Translation Courses Utilities ...

LearningContent

- eLearning Modules
  - Test Module 1
  - Opioid Awareness Online 3.2021**
  - Opioid Awareness Online

**Opioid Awareness Online 3.2021**  
Enter a description...

Details Info Actions

### Learning

SCO	<input type="button" value="Choose File"/> No file chosen	<input type="button" value="↑"/>
Zip	Opioid Awareness_NCTCv3-03-01-21.zip	
Media Path	/sco/4/	
Virtual Path	/sco/4/	
Manifest	imsmanifest.xml	
Schema	ADL SCORM	
Schema Version	1.2	
Title	LMS-NCTC-Template	
Start Page	index_lms.html	

### LMS

Size	Width	<input type="text" value="900"/>
	Height	<input type="text" value="600"/>
Supports Resume	<input checked="" type="checkbox"/>	
Supports Mobile	<input checked="" type="checkbox"/>	
Requires Flash	<input type="checkbox"/>	

Save

# ON-DEMAND COURSES

UNDERSTANDING TRAUMA PAGE 3 of 19

## TRAUMA IS

- Feeling hopeless
- Feeling helpless
- Fearing for life or safety
- Overwhelms the ability to cope

**Trauma** is normal response to an abnormal experience.

Trauma Defined PLAY || PAUSE

- Sign Out
- My Account
- Training**
  - MPOETC Curriculum
  - PAVTN Curriculum**
    - INVESTIGATION**
      - DV and Victims with Disabilities
      - Responding to LGBTQ
      - Responding to Male Victims of IPV
      - Victims with Disabilities
      - Investigating Sexual Assault 2019
      - Child Victims
      - Responding to Elder Abuse
      - Delivering Death Notifications
      - Conviction Integrity
      - Domestic Violence 2020
      - Trauma Victim Response**
      - Human Trafficking 2018
      - Vets in Crisis
      - Survivors of Homicide Victims
      - Responding to IPV on Campus
      - Investigating Strangulation
      - Investigating Stalking

Home > Members > Training > PAVTN Curriculum > INVESTIGATION > Trauma Victim Response

## Responding to Victims of Trauma

### CLE00639 - 1 Credit Hour

This course provides officers with information to help and assist victims of trauma. Understanding the physical and mental reactions of those that have recently experienced a trauma - immediately after the trauma, in the weeks following a trauma, and more than 30 days after the trauma - will help you communicate with and provide help to victims of crime.

*This course has been approved for 1 hour of Continuing Law Enforcement Education (CLEE) credit by the Municipal Police Officers' Education & Training Commission (MPOETC). If you are a MPOETC officer and complete this training, TACS will be updated to reflect the credit hour you earned.*

**CLEE credits are applied to the officer's certification record for the year in which the course is completed. Once completed you can not take the course a second time for credit.**

Content for this course provided by: **Keystone Crisis Intervention Team**

Thank you for taking the time to become more trauma-informed. This information is just the tip of the iceberg in becoming trauma-informed and we hope it will be helpful in your profession.

If you would like to learn more about trauma and crisis reactions, take the Keystone Crisis Intervention Team's Basic Crisis Response Training or another special topics training.

Check here to see the next available: <http://www.kcitpa.org/training/trainings-for-your-organization/> or contact [info@kcitpa.org](mailto:info@kcitpa.org)

#### Training Class

- ★ Understanding Trauma (20 minutes) ✔ Launch
- ★ Reactions to Trauma (15 minutes) ✔ Launch
- ★ Post Traumatic Stress Disorder (15 minutes) ✔ Launch 📄 Survey 📄 Certificate

Not Started ☆ In Progress ★ Passed ☆ Failed ❌ Locked 🔒

#### Resources

- Training Opportunities Brochure
- 2016 KCIT
- Percep Distort
- EIC MH In PA Law Enforcement Lowrez

# ON-DEMAND COURSES – REPORTING

## Utilities

- ▶ Certificate
- ▶ Agency
- ▶ Location
- ▶ Notification
- ▼ Report
  - ▶ Notification Tasks
  - ▼ System Reports
    - ▮ Course Statistics
    - ▮ Online Course Time
    - ▮ Member Search
    - ▮ Survey
    - ▮ Event Search
    - ▮ Transcript
    - ▮ Course To Members
- ▶ Scheduler
- ▶ Utility



## Online Course Time

Course

🖥️ Opioid Awareness Seminar



Begin Date



End Date




⏪ < 1 of 11 > ⏩ ↺ ↻ ⏪ Page Width ⏴ ⏵

## Online Course Time

**Course** Opioid Awareness Seminar  
**Start Date Range** First through Last

Last Name	first Name	course text	Email	Date	status	course time
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	2/4/2021	completed	0000:27:20.18
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	2/4/2021	completed	0000:27:20.18
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	3/24/2021	completed	0009:49:43.41
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	2/18/2021	completed	0000:52:00.67
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	2/24/2021	completed	0000:54:29.50
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	3/29/2021	incomplete	
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	3/25/2021	completed	0000:46:00.61
[blurred]	[blurred]	Opioid Awareness Seminar	[blurred]	2/22/2021	completed	0000:45:00.43

# DOCUMENT STORAGE

 **Leading and Managing a Task Force Unit**  
 Enter a description...

## Content


**Content Description** [75B030F6-FC66-4B4F-937C-4C06628DFCAA],[116B6A53-39E4-4C1C-8A09-694C3C6D4A4B],[CBFAD344-73DC-4

## Certificate


**Certificate**  NCTC Certificate 

**Course Credits Hours** 20 Hours  
 Course Credits Hours

## Surveys





**Pre Survey**  Pre-Survey 

**Post Survey**  End of Course Survey 

**Follow Up Survey**  Followup 

**Follow Up Supervisor Survey**  Supervisor Follow Up 


## Materials

- materials**  Handout2a.1Intelligence Led Policing Questionnaire [Edit](#) [Remove](#)  
 /media/dc2hrn5r/handout2a-1intelligence-led-policing-questionnaire.docx
- additional reference**  Handout2a.2Intelligenceledpolicingtips [Edit](#) [Remove](#)  
 /media/0tyehip/handout2a-2intelligenceledpolicingtips.docx
- materials documents and**  Handout4.1Memorandum Of Understanding Template [Edit](#) [Remove](#)  
 /media/5sekjyad/handout4-1memorandum-of-understanding-template.docx
- links**  Handout5.1LISTPOLICIESANDPROCEDURES [Edit](#) [Remove](#)

**Course Credits Hours** 20 Hours  
 Course Credits Hours

## Surveys














**Pre Survey**  Pre-Survey 

**Post Survey**  End of Course Survey 

**Follow Up Survey**  Followup 

**Follow Up Supervisor Survey**  Supervisor Follow Up 

## Materials

- materials**  Handout2a.1Intelligence Led Policing Questionnaire [Edit](#) [Remove](#)  
 /media/dc2hrn5r/handout2a-1intelligence-led-policing-questionnaire.docx
- additional reference**  Handout2a.2Intelligenceledpolicingtips [Edit](#) [Remove](#)  
 /media/0tyehip/handout2a-2intelligenceledpolicingtips.docx
- materials documents and**  Handout4.1Memorandum Of Understanding Template [Edit](#) [Remove](#)  
 /media/5sekjyad/handout4-1memorandum-of-understanding-template.docx
- links**  Handout5.1LISTPOLICIESANDPROCEDURES [Edit](#) [Remove](#)  
 /media/bsanda1t/handout5-1listpoliciesandprocedures.docx
-  Handout5.2Confidential Informantreviewprocedures [Edit](#) [Remove](#)  
 /media/3v5po5i4/handout5-2confidential-informantreviewprocedures.pdf
-  Handout5.3Case Managementreviewprocedures [Edit](#) [Remove](#)  
 /media/2rsk23fv/handout5-3case-managementreviewprocedures.pdf
-  Handout5.4Enforcementoperationplan [Edit](#) [Remove](#)  
 /media/o50nyx5q/handout5-4enforcementoperationplan.pdf
-  Handout 5.5Practicalexercisewkst [Edit](#) [Remove](#)  
 /media/flnkvtv/handout-5-5practicalexercisewkst.docx
-  Handout5.5Apolicyproceduremodel [Edit](#) [Remove](#)  
 /media/1whhjaclb/handout5-5apolicyproceduremodel.docx
-  Handout 6.1 Leadership Styles [Edit](#) [Remove](#)  
 /media/xlyalgv/handout-6-1-leadership-styles.docx
-  Handout 6.2 Practical Exercise 6.1 [Edit](#) [Remove](#)  
 /media/roj3vii/handout-6-2-practical-exercise-6-1.docx
-  Module 2AHandout2d [Edit](#) [Remove](#)  
 /media/15rifu1w/module-2ahandout2d.doc
-  Module 2A Handout2e [Edit](#) [Remove](#)  
 /media/34wh44zc/module-2a-handout2e.doc

[Add](#)



# ATTACHED DOCUMENTS TO TRAINING RECORDS

## Transcript

Your transcript is a record of the training that you've completed with the NCTC. Select the certificate link(s) to view, download, and print your certificates. Select the Print button to download and/or print a PDF version of this transcript.

TRANSCRIPT				
Course	Date	Status	Complete	Certificate
Basic Narcotics Investigator (1/25/2021 ↔ 1/29/2021)	12/7/2020	awaiting approval	incomplete	
Drug Interdiction and Conducting the Complete Traffic Stop (1/15/2020 ↔ 1/16/2020)	1/15/2020	cancelled	incomplete	
Managing Narcotics Informants (2/15/2021 ↔ 2/17/2021)	2/12/2021	cancelled	incomplete	
Mexican Drug Cartel Investigations (3/17/2021 ↔ 3/18/2021)	3/15/2021	Cancelled	incomplete	
Money Laundering (6/15/2021 ↔ 6/16/2021)	11/17/2020	cancelled	incomplete	
Narco-jihadist Alliance (2/23/2021 ↔ 2/25/2021)	2/19/2021	approved	incomplete	
Technology Threats and Trends Against Law Enforcement (1/25/2021 ↔ 1/26/2021)	1/11/2021	cancelled	incomplete	
Video Surveillance Techniques (11/10/2020 ↔ 11/12/2020)	10/29/2020	completed	completed	Certificate
Opioid Awareness Seminar	1/26/2021	completed	completed	Certificate

[PRINT](#)

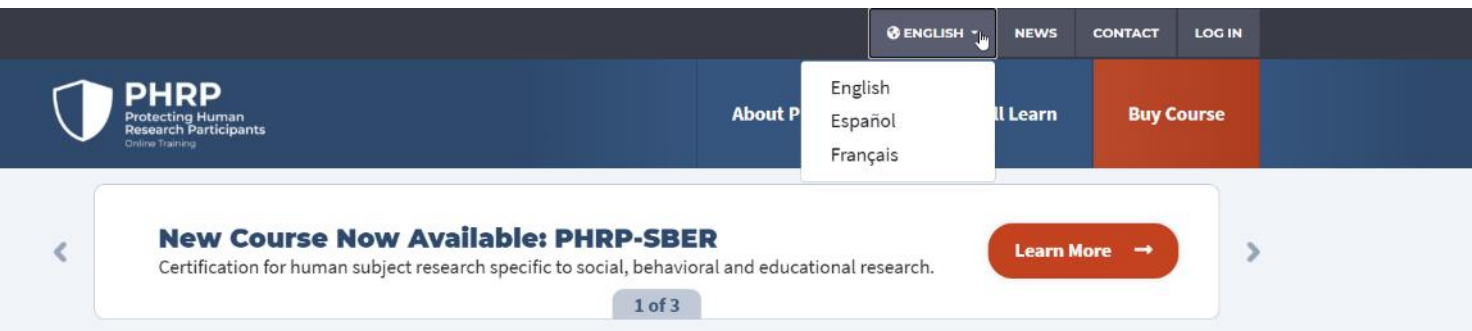
# ACCESSIBILITY COMPLIANCE

---

# F. ACCESSIBILITY COMPLIANCE

- Demonstrate the Assistive Technology that will enable students with disabilities to access the solution.
- Demonstrate language access needs.

# LANGUAGE ACCESS NEEDS



PHRP  
Protecting Human  
Research Participants  
Online Training

ENGLISH NEWS CONTACT LOG IN

About PHRP All Learn Buy Course

English  
Español  
Français

**New Course Now Available: PHRP-SBER**  
Certification for human subject research specific to social, behavioral and educational research.

Learn More →

1 of 3

Protecting Human Research Participants

## Online Training & Certification

Earn your certification for protecting human research participants with this online training. PHRP includes a downloadable certificate.



ESPAÑOL NOTICIAS CONTACTO INICIAR SESIÓN

PHRP  
Protecting Human  
Research Participants  
Online Training

Acerca de PHRP Lo Que Aprenderá Comprar Curso

**PHRP Faculty Guide Now Available**  
See how our new Faculty Guide will help you educate students online and in the classroom.

Learn More →

3 of 3

Protección de los Participantes Humanos de la Investigación

## Certificación de Capacitación en Línea

Obtenga su certificación para proteger a los participantes humanos en investigaciones con esta capacitación en línea. PHRP incluye un certificado descargable de finalización junto con créditos de educación médica continua (Continuing Medical Education, CME) opcionales.

Comprar Curso

Obtener Más Información →



Únase a nuestra creciente comunidad de alumnos.

40,400

Alumnos

3

Idiomas

190

Países

7

CE Credit Types



## Lo que obtendrá con la capacitación en línea PHRP

### Acceso por todo un año

Obtenga acceso ilimitado al curso de capacitación sobre sujetos humanos durante un año completo después de la compra.

### Material Actualizado

El contenido del curso refleja las regulaciones revisadas de la Norma común 2018 y los alumnos pueden descargar resúmenes útiles de las características clave de las nuevas regulaciones.

### Contenido Atractivo

Disfrute de siete atractivos módulos de autoaprendizaje, cuatro pruebas interactivas y útiles recursos de capacitación que facilitan el aprendizaje.

### Aprenda A Su Propio Ritmo

Detenga el curso y vuelva fácilmente a su lugar más tarde; ¡su avance se guarda automáticamente!

### Certificado Descargable

Descargue e imprima un certificado personalizado inmediatamente después de finalizar con éxito el curso en línea.






### Ayuda y apoyo







La ayuda y el soporte técnico están disponibles durante su período de licencia para garantizar una experiencia de curso exitosa.

# LANGUAGE ACCESS NEEDS

## My Training

Your training is listed below.

-  Completed
-  Incomplete
-  Failed
-  Not Started
-  Expiring Soon

Assigned (2)	Overdue (10)	Completed (3)	Date Assigned	Date Expired
			3/31/2017	
<b>The One Second Advantage Light Duty</b>				
 English  français				
 Español				
			4/30/2018	
<b>High Risk WebEx Test 1 WebEx</b>				
 English				

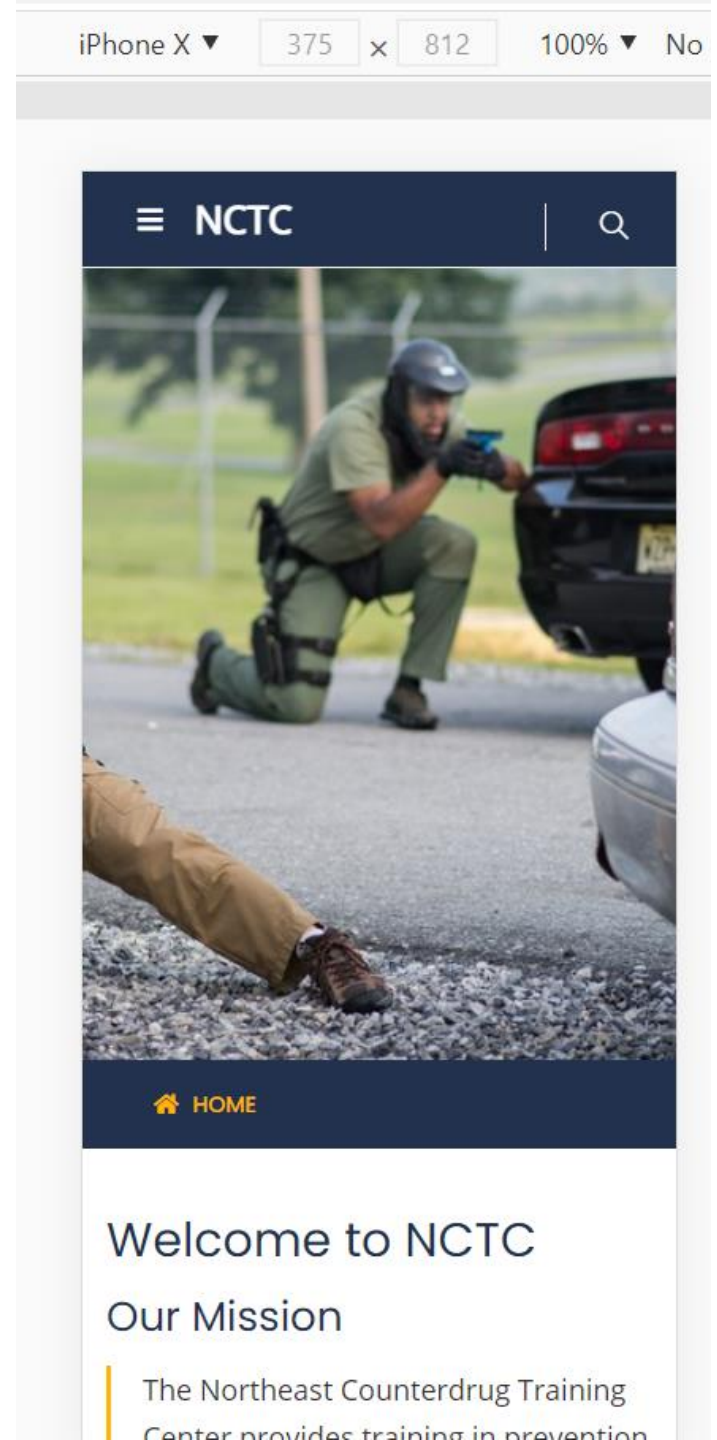
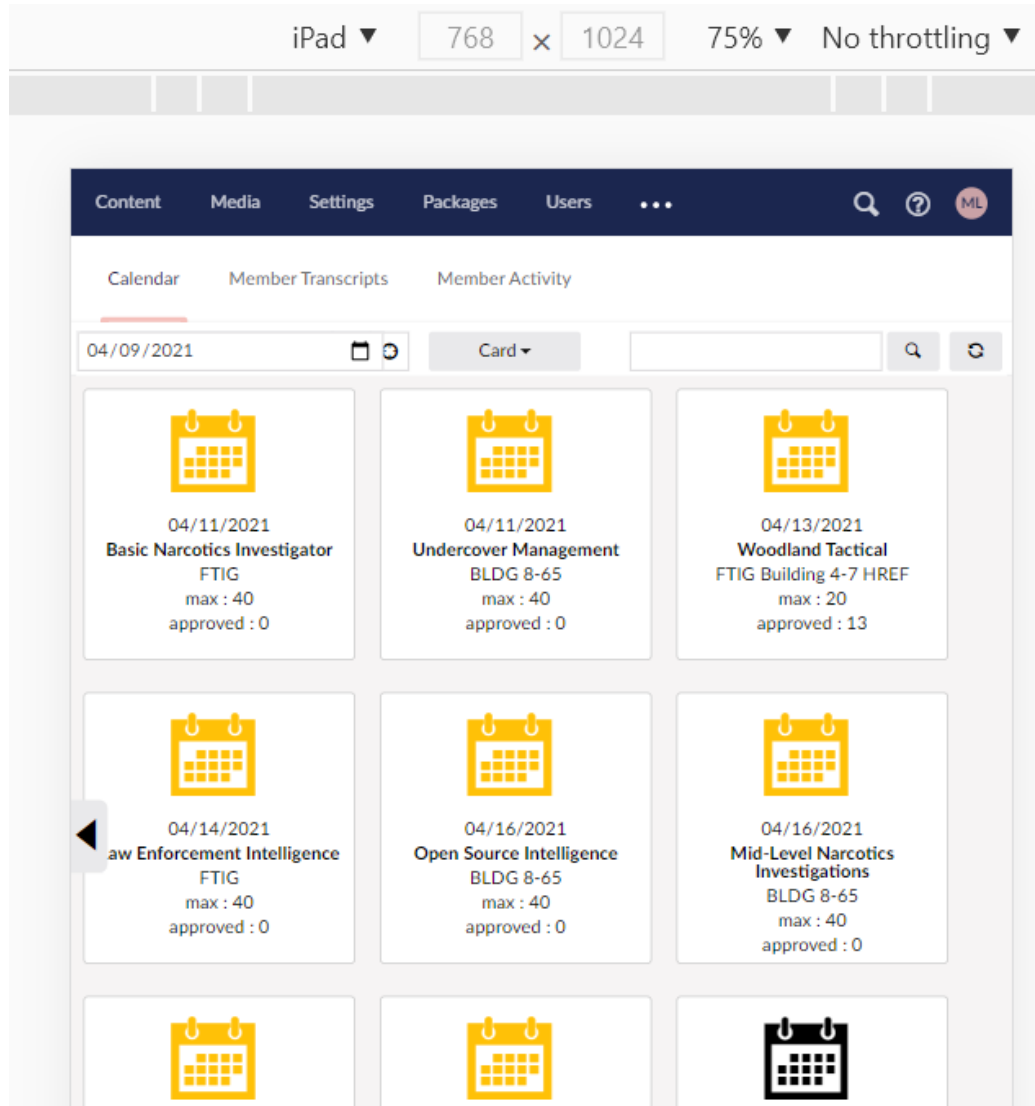
# ADDITIONAL CRITICAL FUNCTIONALITY

---

# G. ADDITIONAL CRITICAL FUNCTIONALITY

- Demonstrate user interface, mobile versus desktop and differences between them.
- Demonstrate system user guidance (e.g., user guides, AI chat bot, password reset).
- Demonstrate restricted student class registration due to outstanding balance.
- Demonstrate assessment of penalty fees for no shows.
- Demonstrate the ability for Commonwealth to access and download all data tables.

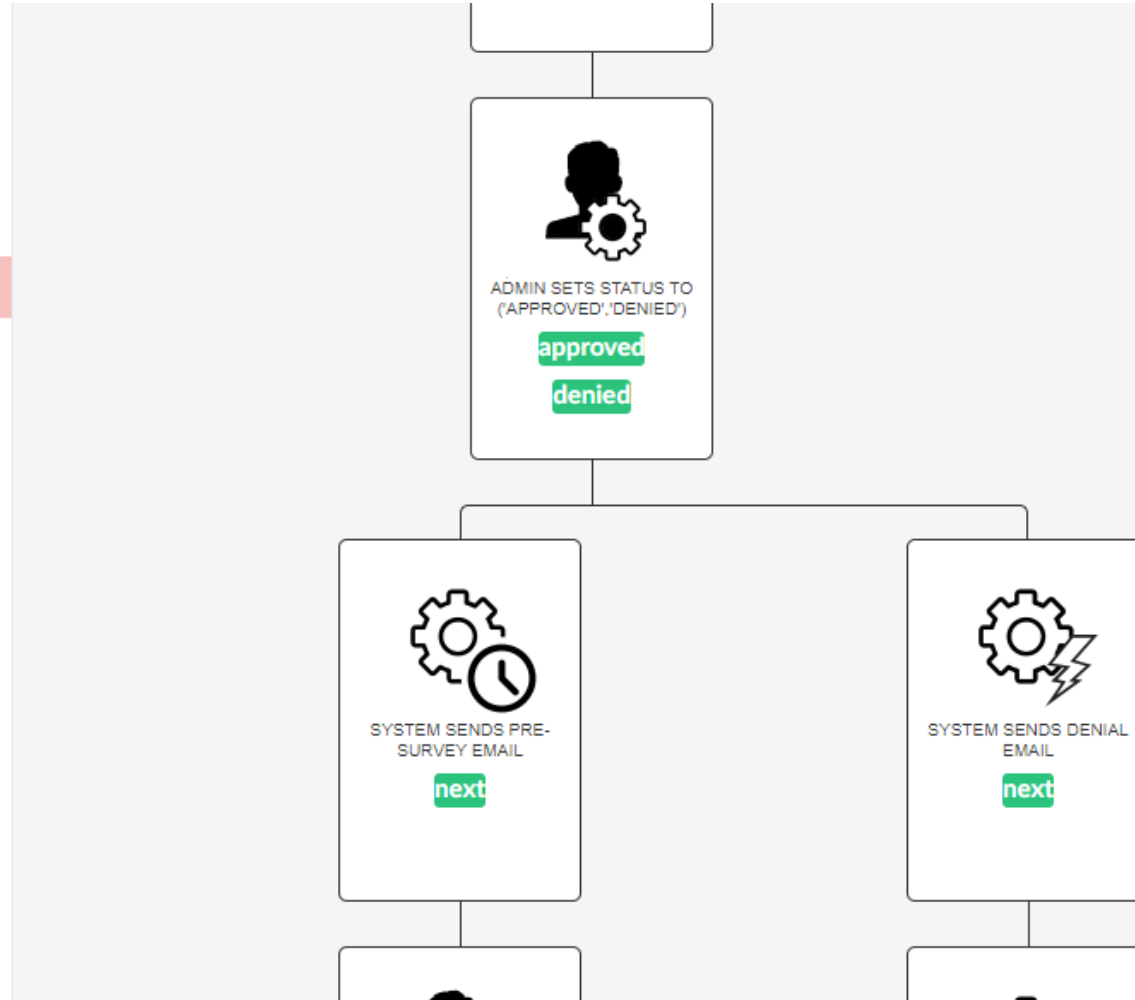
# MOBILE EXPERIENCE





# EMBEDDED USER GUIDES

- Utility
  - Notification
  - Settings
  - NCTC Documentation
  - ILT Status Workflow**
  - Member Utilities
  - Upload Utilities
  - Activity
  - License
  - Ip Address Access
  - Developer



# AI CHAT BOT

**BlueMountain RESORT** Outdoor Adventures Groups and Weddings Dining & Lodging Upcoming Events Winter Sports 44°/51° Mountain Cams



## Slopeside Pub & Grill

Open 11:30am to 9pm

[LEARN MORE](#)

& Grill is open 7 days a

Lifts Open  
**0/16**



## Pocono Promise

Our COVID-19 Response Plan



### Blue Mountain Bike Park

Welcome to LiveChat

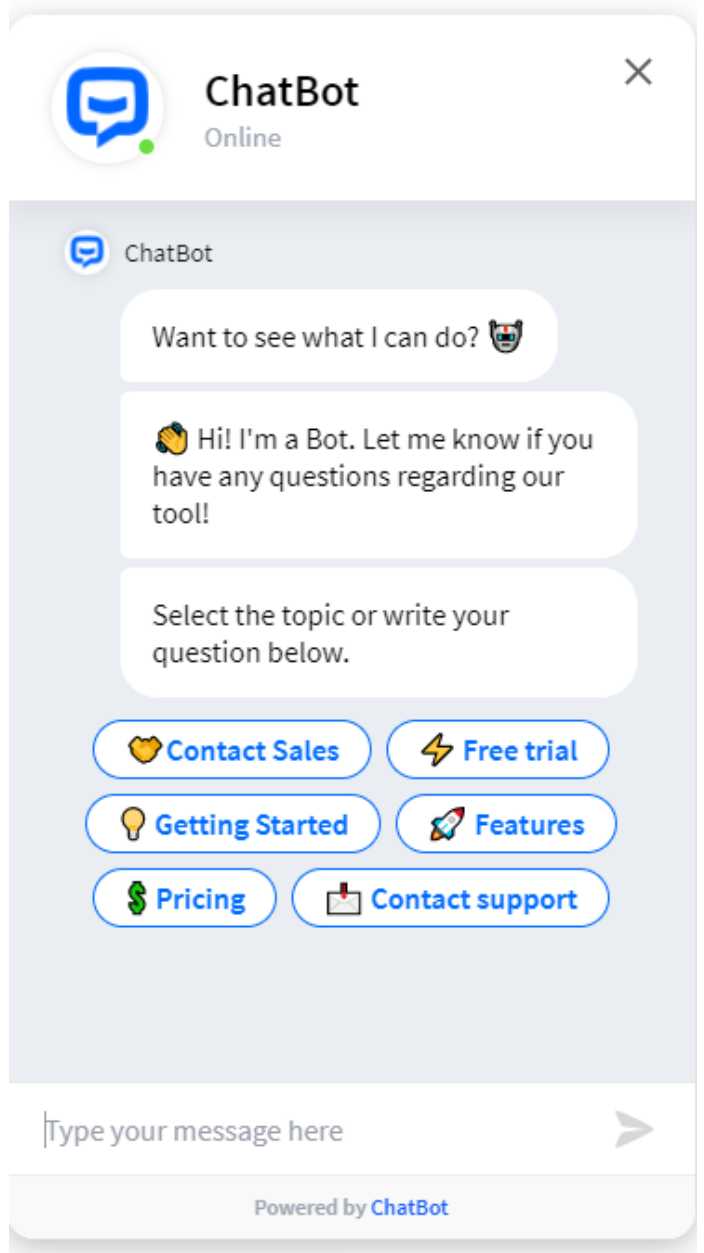
Welcome to our LiveChat! Please fill in the form below before starting the chat.

Name:

E-mail:

Looking for help with:

- My Store Account
- Lift Tickets
- Lessons
- Employee Assistance
- Tubing
- Other



**ChatBot** Online

ChatBot

Want to see what I can do? 🤖

👋 Hi! I'm a Bot. Let me know if you have any questions regarding our tool!

Select the topic or write your question below.

[Contact Sales](#) [Free trial](#)

[Getting Started](#) [Features](#)

[Pricing](#) [Contact support](#)

Type your message here

Powered by ChatBot

# RESTRICT STUDENT CLASS REGISTRATION

Leitzel, Mike (JPL)

---

Emergency Phone

---

Membership

Comments

---

Is Approved

---

Properties

Login \*

Email \*

Enter your password

[Change password](#)

# WHY CHOOSE JPL AND MOMENTUM

---

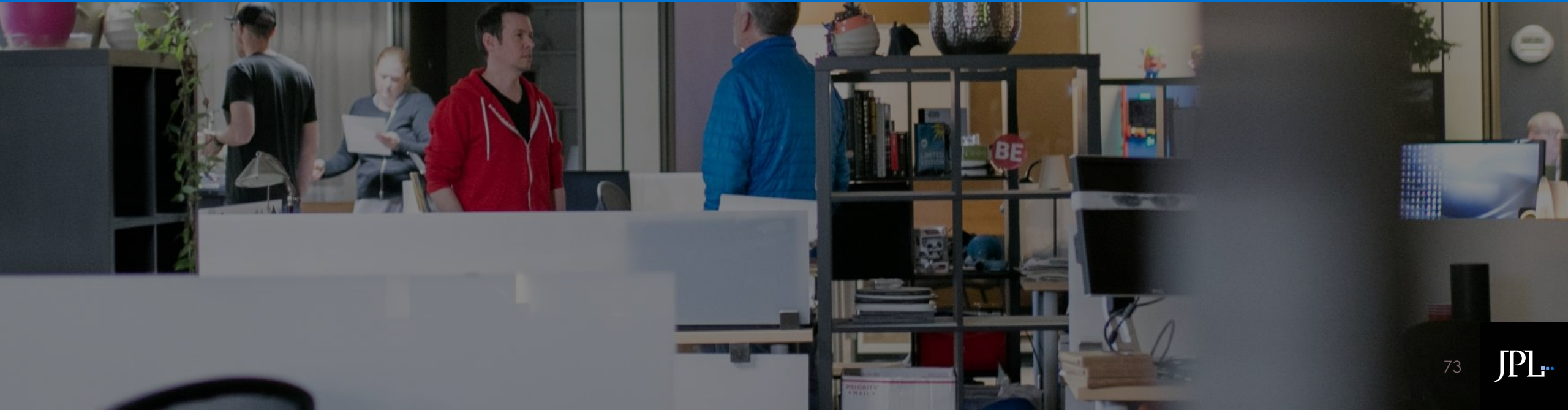
**Comprehensive solution** that meets DDAP requirements

---

**Proven experience** developing and implementing **similar solutions**

---

Committed local team focused on providing a **positive client experience**



**THANK YOU AND NEXT STEPS**

---

## Event Summary - Integrated System for the Management and Administration of Requisite Training ISMART

---

<b>Supplier:</b>	JPL VIDEO PRODUCTIONS INC	<b>Type</b>	Request for Proposal
<b>Number</b>	6100050027	<b>Stage Title</b>	Solicitation
<b>Organization</b>	CommonwealthPA	<b>Currency</b>	US Dollar
<b>Exported on</b>	7/23/2021	<b>Exported by</b>	Michael Gress
<b>Payment Terms</b>	-	<b>Sealed Bid</b>	Yes
<b>Intend to Bid</b>	Yes	<b>Bid Total</b>	0.00 USD

### Event Dates

---

<b>Time Zone</b>	EDT/EST - Eastern Standard Time (US/Eastern)
<b>Released</b>	-
<b>Open</b>	1/13/2021 1:00 PM EST
<b>Close</b>	2/25/2021 1:00 PM EST
<b>Submission Date</b>	2/24/2021 4:19 PM EST
<b>Sealed Bid</b>	2/25/2021 1:01 PM
<b>Question Submission Close</b>	1/29/2021 11:00 AM EST

# Prerequisites

★ Required to Enter Bid

---

## 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.



## Questions

### RFP Questions

#### Group 1.1: Technical Questions

1.1.1	Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. File Upload	★
	JPL-DDAP-ISMART_RFP 6100050027_Technical Submittal.pdf	
1.1.2	If submitting a redlined version of the Terms and Conditions, please download, complete, and upload the IT Terms and Conditions from Buyer Attachments. File Upload	
	No response.	
1.1.3	Please download, complete, and upload the Appendix B, Project References from Buyer Attachments. File Upload	★
	JPL-APPENDIX+B+Project+References_JPL Response.doc	
1.1.4	Please download, complete, and upload the Appendix C, Personnel Experience by Key Position from Buyer Attachments. File Upload	★
	JPL-APPENDIX+C+Personnel+Experience+by+Position.doc	
1.1.5	If submitting a redlined version of the Non-Commonwealth hosting terms, please download, complete, and upload the Appendix D, Requirements for Non-Commonwealth Hosted Applications.Services from Buyer Attachments. File Upload	
	No response.	
1.1.6	Please download, complete, and upload the Appendix E, Cloud Services Requirements from Buyer Attachments File Upload	★
	JPL-APPENDIX+E+Cloud+Services+Requirements+.docx	
1.1.7	Please download, complete, and upload the Appendix G, Technical Requirements from Buyer Attachments. File Upload	★
	JPL-APPENDIX+G+Technical+Requirements.xlsx	
1.1.8	If submitting a redlined version of the service level agreements, please download, complete, and upload the Appendix H, Service Level Agreements from Buyer Attachments. File Upload	
	No response.	
1.1.9	Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. File Upload	
	JPL-Disaster-Recovery-Emergency-Preparedness Docs.zip	
1.1.10	I have read and fully understand the attached Performance Standards for which I am proposing, as described in Appendix H, Service Level Agreements. Yes/No	★
	Yes	

1.1.11 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP.

Text (Multi-Line)

No response.

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

File Upload

No response.

### Group 1.2: Small Diverse Business Participation

1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document ★

Yes/No

Yes

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

JPL Momentum SDB PARTICIPATION SUBMITTAL\_signed.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+1.9.2020.docx

1.2.4 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★

Yes/No

Yes

### Group 1.3: Veteran Business Enterprise Participation

1.3.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★

Yes/No

Yes

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

JPL SQN VBE PARTICIPATION SUBMITTAL signed.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+1.9.2020.docx

1.3.4 I have read and fully understand the Veteran Business Enterprise qualifications attached in Question 1.3.1 above. ★

Yes/No

Yes

#### Group 1.4: Cost

1.4.1 Please download Appendix J, Cost Matrix from the buyer attachments section, complete in the format provided, and upload here. Do not include any assumptions in your submittal. If you do, your proposal may be rejected ★🔊

File Upload

JPL-APPENDIX+J+Cost+Matrix.xlsx

### Additional Required Documentation

#### Group 2.1: Standard Forms

2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★

File Upload

JPL Iran Free Procurement Certification Form.pdf

2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★

File Upload

JPL\_6100050027\_Domestic+Workforce+Utilization+Certification+Form.pdf

2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★

File Upload

JPL\_TradeSecret\_ConfidentialPropertyInfoNotice.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

No response.

2.1.5 Complete and sign the attached Lobbying Certification and Disclosure form (only applicable when federal funds are being used in the amount of \$100,000 or more). ★

File Upload

JPL 6100050027\_BOP-1307+LOBBYING+CERTIFICATION+FORM.pdf

#### Group 2.2: Terms and Conditions

2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

Yes

#### Group 2.3: Offeror's Representation

2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

Yes

2.3.2

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



Yes/No

Yes