REQUEST FOR QUOTATIONS FOR

Capital Planning Tool Hosting, Support & Maintenance

ISSUING OFFICE

Pennsylvania Department of Transportation – Bureau of Public Transportation and Bureau of Project Development & Delivery

RFQ 6100042683

DATE OF ISSUANCE

December 13, 2017

This is a restricted solicitation under the Master IT Services, Invitation to Qualify (ITQ), - Contract # 4400004480. Only those contractors qualified in one or more of the following service categories under Contract # 4400004480, prior to the bid opening date, may submit a quote in response to this RFQ.

- Consulting Services – IT General
- Modifiable Off-the-Shelf (MOTS) Software Services
- Subscription Based Web Application Services or Software as a Service (SaaS) Procurements

For more information about the Master IT Services ITQ, please click on the following link. http://www.dgs.internet.state.pa.us/ITQ/Default.aspx
REQUEST FOR QUOTES FOR
6100042683

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

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<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
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<tbody>
<tr>
<td>Deadline to submit Questions via email to <a href="mailto:PDRFPQuestions@pa.gov">PDRFPQuestions@pa.gov</a>.</td>
<td>Contractors</td>
<td>Monday 12/18/17</td>
</tr>
<tr>
<td>Answers to Potential Contractor questions posted to eMarketplace at <a href="http://www.emarketplace.state.pa.us/Search.aspx">http://www.emarketplace.state.pa.us/Search.aspx</a> no later than this date.</td>
<td>Issuing Office</td>
<td>Wednesday 12/27/17</td>
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<td>Please monitor website for all communications regarding the RFQ.</td>
<td>Contractors</td>
<td>Ongoing</td>
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<td>Pre-proposal Conference Location:</td>
<td>Issuing Office/Potential Contractors</td>
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Sealed quote must be received by the Issuing Office at:

Pennsylvania Department of Transportation  
Bureau of Office Services  
ATTN: Karen Mackrides, Issuing Officer  
Keystone Building  
400 North Street, 5th Floor  
Harrisburg, PA 17120-0041

Note: Due to increased security requirements in the Commonwealth’s mail processing operations, all incoming mail to the Keystone Building is routed, scanned and sorted at an off-site location prior to delivery. This includes overnight deliveries. Be aware when submitting bid documents via overnight delivery services, there is no guarantee that the bid documents will be received in the Issuing office when required. Bids which are received late will be rejected regardless of the reason for late arrival. Contractors are advised to allow extra time to ensure timely delivery.

| Contractors | Wednesday 1/10/18 at 10 AM |
PART I

GENERAL INFORMATION

I-1. **Purpose.** This request for quotes (RFQ) provides to those interested in submitting quotes for the subject procurement (“Contractors”) sufficient information to enable them to prepare and submit quotes for the Commonwealth of Pennsylvania Department of Transportation’s (“PennDOT” or “Issuing Office”) consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for Capital Planning Tool Hosting, Support & Maintenance (“Project”). This RFQ contains instructions governing the requested quotes, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Contractors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFQ.

I-2. **Issuing Office.** PennDOT (“Issuing Office”) has issued this RFQ on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFQ shall be Karen Mackrides, Issuing Officer, Pennsylvania Department of Transportation, 400 North Street 5th Floor Harrisburg, PA 17120; kmackrides@pa.gov the Issuing Officer for this RFQ. Please refer all inquiries to the Issuing Officer.

I-3. **Overview of Project.** The Capital Planning Tool (CPT) is a custom version of the open source asset management platform, which was developed for Pennsylvania and Virginia. CPT’s functions and capabilities address ground transit agency assets (i.e., facilities, buses, agency equipment) with a useful life and value exceeding $5,000. After an initiative to customize and roll out modules of the Capital Planning Tool (CPT) Asset Management platform, PennDOT now seeks a contractor to provide hosting, technical support and application maintenance for CPT.

I-4. **Objectives.**

A. **General.** PennDOT seeks a Contractor to host, maintain and support the Capital Planning Tool (CPT) application on behalf of the Bureau of Public Transportation (BPT). The CPT application was designed and developed to meet the requirements of BPT, and it will be the Selected Contractor’s responsibility to ensure that the application continues to meet the needs of the business stakeholders without interruption or service degradation during the life of the contract.

B. **Specific.**

1. Provide secure hosting of the CPT application.

2. Maintain and modify the hosting environment as needed to support all BPT and Grantee use.

3. Provide and maintain testing environments.
4. Maintain the CPT application, updating it as necessary to support new browsers and to stay current with all security protocols and patches.

5. Deploy all available updates to the CPT software, including updates and patches to the source code.

6. Work with stakeholders from BPT to identify future requirements and implement any resulting enhancements to the CPT application.

7. Provide technical support for the CPT application via telephone and email.

I-5. Definitions. The following definitions apply to this Request for Quotation (RFQ)

A. dotGrants: PennDOT Grant Management System. The system was designed to assist applicants to effectively organize and manage on-line grant and grant-like request for funding, allocation and distribution. There will be an interface between CPT and dotGrants that must be maintained and possibly enhanced as part of this contract.

B. SAP: This is an enterprise resource planning tool that contains the Commonwealth of PA’s accounting system. SAP contains details regarding funding sources and the accounting codes related to those funding sources. There is no direct interface with SAP but familiarity with Commonwealth accounting and funding sources is desired.

C. MPMS: Multi-Modal Project Management System. An inventory of Highway and Bridge, Mass Transit, Aviation, Rail Freight and Ports and Waterways projects. This project inventory is used to create official reports that are submitted to the Federal Highway Administration, Federal Transit Administration and the Pennsylvania State Transportation Commission as well as tracking project delivery. Project information is reported as part of the Federal Transportation Improvement Program (TIP, regionally and statewide) and as part of the Commonwealth’s Twelve Year Program (TYP).

D. TrAMS: Transit Award Management System is the FTA’s (Federal Transit Administration) platform to award and manage federal transit grants. The asset codes used in TrAMS are the basis for the asset codes used in the Capital Planning Tool. Familiarity with TrAMS is desired.

E. Grantee: Any transit agency that receives state funds from BPT

I-6 Pre-quote Conference. The Issuing Office will hold a Pre-quote conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFQ. Contractors should forward all questions to the Issuing Office in accordance with Part I, Section I-7 to ensure adequate time for analysis before the Issuing Office provides an answer. Contractors may also ask questions at the conference.
In view of the limited facilities available for the conference, Contractor should limit their representation to no more than two individuals per Contractor. The Pre-quote conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted to eMarketplace at http://www.emarketplace.state.pa.us/Search.aspx as an addendum to, and shall become part of, this RFQ. Attendance at the Pre-quote Conference is optional.

I-7. Questions & Answers. If a Contractor has any questions regarding this RFQ, the Contractor must submit the questions by email (with the subject line “RFQ 6100042683 Question”) to the Issuing Officer named in Part I, Section I-2 of the RFQ. If the Contractor has questions, they must be submitted via email no later than the date indicated on the Calendar of Events. The Contractor shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions to eMarketplace at http://www.emarketplace.state.pa.us/Search.aspx on an ongoing basis until the deadline stated on the Calendar of Events. A Contractor who submits a question after the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its quote will not be responsive or competitive because the Commonwealth is not able to respond before the quote receipt date or in sufficient time for the Contractor to prepare a responsive or competitive quote. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer may respond to questions of an administrative nature by directing the questioning Contractor to specific provisions in the RFQ. To the extent that the Issuing Office decides to respond to a non-administrative question after the deadline date for receipt of questions indicated on the Calendar of Events, the answer will be provided to all Contractors through an addendum.

All questions and responses as posted on the eMarketplace are considered as an addendum to, and part of, this RFQ in accordance with RFQ, Part I, Section I-7. Each Contractor shall be responsible to monitor eMarketplace for new or revised RFQ information. 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 RFQ or formally issued as an addendum by the Issuing Office.

I-8. Addenda to the RFQ. If the Issuing Office deems it necessary to revise any part of this RFQ before the quote response date, the Issuing Office will post an addendum to eMarketplace at http://www.emarketplace.state.pa.us/Search.aspx. It is the Contractor’s responsibility to periodically check eMarketplace for any new information or addenda to the RFQ. Answers to the questions asked during the Questions & Answers period also will be posted to eMarketplace as addenda to the RFQ.

I-9. Electronic Version of RFQ. This RFQ is being made available by electronic means. The Contractor acknowledges and accepts full responsibility to insure that no changes are made to the RFQ. In the event of a conflict between a version of the RFQ in the Contractor's possession and the Issuing Office’s version of the RFQ, the Issuing Office’s version shall govern.
I-10. **Response Date.** To be considered for selection, hard copies of quotes must arrive at the Issuing Office on or before the time and date specified in the RFQ Calendar of Events. The Issuing Office will not accept quotes via email or facsimile transmission. Contractors who send quotes by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their quotes. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which quotes are to be returned is closed on the quote response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Contractor. The hour for submission of quotes shall remain the same. The Issuing Office will reject unopened, any late quotes.

I-11. **Incurring Costs.** The Issuing Office is not liable for any costs the Contractor incurs in preparation and submission of its quote, in participating in the RFQ process or in anticipation of receipt of the purchase order.

I-12. **Quote Requirements.**

A. **Quote Submission:** To be considered, Contractor should submit a complete response to this RFQ to the Issuing Office, using the format provided in Section 1-12B, providing seven (7) paper copies [one marked “ORIGINAL”] of the Technical Submittal, two (2) paper copies of the Cost Submittal and two (2) paper copies of the Small Diverse Business and Small Business (SDB/SB) Participation submittal.

In addition to the paper copies of the quote, Contractor shall submit one complete and exact copy of the entire quote (Technical, Cost and Small Diverse Business submittals, along with all requested documents) on Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Contractor may not lock or protect any cells or tabs. The Flash drive should clearly identify the Contractor and include the name and version number of the virus scanning software that was used to scan the Flash drive before it was submitted. The Contractor shall make no other distribution of its quote to any other Contractor or Commonwealth official or Commonwealth consultant. Each quote page should be numbered for ease of reference. An official authorized to bind the Contractor to its provisions must sign the quote. If the official signs the **Quote Cover Sheet (Appendix A)** to this RFQ and the Quote Cover Sheet is attached to the Contractor’s quote, the requirement will be met. For this RFQ, the quote must remain valid for 120 days or until a purchase order is fully executed. If the Issuing Office selects the Contractor’s quote for award, the contents of the selected Contractor’s quote will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Contractor submitting a quote specifically waives any right to withdraw or modify it, except that the Contractor may withdraw its quote by written notice received at the Issuing Office’s address for quote delivery prior to the exact hour and
date specified for quote receipt. A Contractor or its authorized representative may withdraw its quote in person prior to the exact hour and date set for quote receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the quote. A Contractor may modify its submitted quote prior to the exact hour and date set for quote receipt only by submitting a new sealed quote or sealed modification which complies with the RFQ requirements.

B. Quote Format: Contractors must submit their quotes in the format, including heading descriptions, outlined below. To be considered, the quote must respond to all quote requirements. Contractor should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Quote. All cost data relating to this quote and all Small Diverse Business and Small Business cost data should be kept separate from and not included in the Technical Submittal. Contractor should not reiterate technical information in the cost submittal. Each Quote shall consist of the following three separately sealed submittals:

1. Technical Submittal:
   a. In response to Part III; and
   b. Complete, sign and include Appendix B – Domestic Workforce Utilization Certification;
   c. Complete, sign and include Appendix C – Trade Secret Confidential Proprietary Information Notice, as appropriate;
   d. Complete, sign and include EO 386 (Non-ECMS Diverse Business Verification), if applicable, and EO 387 (Successful Offeror’s Intent to Subcontract Statement), located in Appendix D – Diverse Business Participation

2. Cost Submittal, in response to RFQ Part IV and documented in Appendix E – Cost Submittal;

3. SDB/SB Participation Submittal, in response to RFP Part V, which must include the following:
   a. Appendix F - SDB/SB Participation Submittal Form; and
   b. Appendix G - SDB/SB Letter of Intent. Contractor must provide a Letter of Intent for each SDB and SB listed on the SDB/SB Participation Submittal Form;

C. Final DB Submittal: Within seven (7) days after the selection is published, the apparent successful Contractor is required to demonstrate compliance with the
D. The Issuing Office reserves the right to request additional information which, in the Issuing Office’s opinion, is necessary to assure that the Contractor’s competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFQ.

E. The Issuing Office may make investigations as deemed necessary to determine the ability of the Contractor to perform the Project, and the Contractor shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any quote if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Issuing Office that such Contractor is properly qualified to carry out the obligations of the RFQ and to complete the Project as specified.

I-13. Economy of Preparation. Contractor should prepare quotes simply and economically, providing a straightforward, concise description of the Contractor’s ability to meet the requirements of the RFQ. The description of the Contractor’s ability to meet the requirement of the RFQ is limited to forty (40) pages excluding appendices.

I-14. Alternate Quotes. The Issuing Office has identified the basic approach to meeting its requirements, allowing Contractor to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate quotes.

I-15. Discussions for Clarification. Contractor may be required to make an oral or written clarification of their quotes to the Issuing Office to ensure thorough mutual understanding and Contractor 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.

I-16. Prime Contractor Responsibilities. The selected Contractor will be responsible for all services offered in its quote whether it produces them itself or by subcontract. Further, the Issuing Office and Project Manager will consider the selected Contractor to be the sole point of contact with regard to all contractual matters and work order matters.

I-17. Quote Contents.

A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Contractor’ submissions in order to evaluate quotes submitted in response to this RFQ. Accordingly, except as provided herein, Contractor should not label quote submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its quote must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its quote, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
B. Commonwealth Use. All material submitted with the quote shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office’s option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any quote regardless of whether the quote becomes part of a contract. Notwithstanding any Contractor copyright designations contained on quotes, the Commonwealth shall have the right to make copies and distribute quotes 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 RFQ, all quote 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 quote 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 Appendix C of the RFQ 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 in response to Part II of this RFQ such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).


A. While not required, the Issuing Office reserves the right to conduct discussions with Contractor for the purpose of obtaining “best and final offers.” To obtain best and final offers from Contractor, the Issuing Office may do one or more of the following, in any combination and order:

1. Schedule oral presentations;

2. Request revised quotes;

3. Conduct an online auction; and

4. Enter into pre-selection negotiations.

B. The following Contractor will not be invited by the Issuing Office to submit a Best and Final Offer:

1. Those Contractor, which the Issuing Office has determined to be not responsible or whose quotes the Issuing Office has determined to be not responsive.

2. Those Contractors, which the Issuing Office has determined in accordance with Part II, Section II-5, 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.

3. Those Contractor whose score for their technical submittal of the quote 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 Contractor which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive quotes.

C. The Evaluation Criteria found in Part II, Section II-4, shall also be used to evaluate the Best and Final offers.

D. Price reductions offered through any online auction shall have no effect upon the Contractor’s Technical Submittal.

I-19. **News Releases.** Contractor 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.

I-20. **Restriction of Contact.** From the issue date of this RFQ until the Issuing Office selects a quote as the best value, the Issuing Officer is the sole point of contact concerning this RFQ. Any violation of this condition may be cause for the Issuing Office to reject the offending Contractor's quote. If the Issuing Office later discovers that the Contractor has engaged in any violations of this condition, the Issuing Office may reject the offending Contractor's quote or rescind its purchase order. Contractors may not distribute any part of their quotes beyond the Issuing Office. A Contractor who shares information contained in its quote with other Commonwealth personnel and/or competing Contractor personnel may be disqualified.

I-21. **Term of Purchase Order.** The term of the purchase order will commence on the Effective Date and will end in 12 months. The Department may extend the purchase order for up to twenty-four (24) additional months, in single or multi-month increments. No work may begin or be reimbursed prior to the date of issuance of the purchase order or notice to proceed. The selected Contractor will be paid after submitting invoices, provided it is in accordance with the work plan and approved by the Commonwealth Project Manager. Final payment will not be made until all Project work has been successfully completed.

I-22. **Notification of Selection.** The Issuing Office will notify the selected Contractor in writing of its selection as the best value contractor after the Issuing Office has determined, taking into consideration all of the evaluation factors, the quote that is the most advantageous to the Issuing Office.
I-23. Debriefing Conferences. Upon notification of award, Contractor whose quotes 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 Contractor with other Contractor, other than the position of the Contractor’s quote in relation to all other Contractor quotes.

I-24. Terms and Conditions. The requirements and terms and conditions of Master IT Services ITQ #4400004480 shall govern all work conducted as a result of this RFQ.

I-25. Use of Electronic Versions of this RFQ. This RFQ is being made available by electronic means. If a Contractor electronically accepts the RFQ, the Contractor acknowledges and accepts full responsibility to ensure that no changes are made to the RFQ. In the event of a conflict between a version of the RFQ in the Contractor’s possession and the Issuing Office’s version of the RFQ, the Issuing Office’s version shall govern.

I-26. Information Technology Policies. This RFQ is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at [http://www.oa.pa.gov/Policies/Pages/itp.aspx](http://www.oa.pa.gov/Policies/Pages/itp.aspx). All quotes must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Contractor to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Contractor 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 to the procurement. The Contractor’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.

I-27. Diverse Businesses, Small Diverse Businesses, and Small Businesses Participation Program. In an effort to maximize participation by Diverse Businesses, Small Diverse Businesses, and Small Businesses in this RFQ, both of the following programs will be utilized as part of this procurement, the first as part of selection and the second with documentation after selection:

A. The Commonwealth’s Small Diverse Business and Small Business Program – This program administered by the Pennsylvania Department of General Services’ (DGS), Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) (SDB/SB Program) encourages the use of Small Diverse Businesses (SDB) and Small Businesses (SB) as outlined in Section V-II of this RFQ. Commitments to utilize SDBs and/or SBSs will be reviewed by BDISBO during the RFQ evaluation and scoring process and will become contractual obligations of the selected Contractor, and;

B. The Pennsylvania Department of Transportation’s Diverse Business Participation Program - This program (PennDOT DB Program), established under Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303 seeks to maximize diverse business (DB) participation in Department contracts and requires Contractors to
make “good faith efforts” to utilize DBs. The DB requirements of Section 303 apply to this procurement. Failure to exert good faith efforts in the solicitation of subcontractors that are DBs may result in the offeror being declared ineligible for award. Details about the PennDOT DB Program are included in Part V and Appendix D – Diverse Business Participation.
PART II

CRITERIA FOR SELECTION

II-1. Mandatory Responsiveness Requirements. To be eligible for selection, a quote must:

A. Be timely received from a Contractor (see Part I, Section I-10); and

B. Be properly signed by the Contractor (see Part I, Section I-12A).

II-2. Technical Nonconforming Quotes. The two (2) Mandatory Responsiveness Requirements set forth in Section II-1 above (A-B) are the only RFQ requirements that the Commonwealth will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in a Contractor’s quote, (2) allow the Contractor to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Contractor’s quote.

II-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted quotes. The Issuing Office will notify in writing of its selection for negotiation the responsible Contractor whose quote is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all evaluation factors.

II-4. Evaluation Criteria. The following criteria will be used in evaluating each quote:

A. Technical: The Issuing Office has established the weight for the Technical criterion for this RFQ as 50% of the total points. Evaluation will be based upon the following in order of importance: Soundness of Approach, Contractor Qualifications, Personnel Qualifications, Understanding the Problem. The final Technical scores are determined by giving the maximum number of technical points available to the quote with the highest raw technical score. The remaining quotes are rated by applying the Technical Scoring Formula set forth at the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx.

B. Cost: The Issuing Office has established the weight for the Cost criterion for this RFQ as 30% of the total points. The cost criterion is rated by giving the quote with the lowest total cost the maximum number of Cost points available. The remaining quotes are rated by applying the Cost Formula set forth at the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/default.aspx.

C. Small Diverse Business and Small Business Participation: BDISBO has established the minimum evaluation weight for the Small Diverse Business and Small Business Participation criterion for this RFP as 20% of the total points.
1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the contract cost committed to Small Diverse Business and Small Business participation. If the proposer is a Small Diverse Business, 100% of the contract cost is allocated to Small Diverse Business participation. If the proposer is a Small Business, 100% of the contract cost is allocated to Small Business participation.

2. A total combined SDB/SB commitment less than one percent (1%) of the total contract cost is considered de minimis and will receive no Small Diverse Business or Small Business points.

3. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

   Small Diverse Business and Small Business Raw Score =

   \[ 200 \times (SDB\% + \frac{1}{3} \times SB\% ) \]

4. The Small Diverse Business and Small Business Raw Score is capped at 200.

5. The Contractor with the highest raw score will receive 200 points. Each Contractor’s raw score will be pro-rated against the Highest Contractor’s raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

6. The Contractor’s prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Contractor has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Contractor be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

D. Domestic Workforce Utilization: Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFQ. The maximum amount of bonus points available for this criterion is 3% of the total points for this RFQ.

To the extent permitted by the laws and treaties of the United States, each quote will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Contractor 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. See the following webpage for the Domestic Workforce Utilization Formula:


II-5. Contractor Responsibility. To be responsible, a Contractor must submit a responsive quote 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 a Contractor to be considered responsible for this RFQ and therefore eligible for selection for best and final offers or selection for contract negotiations:

A. The total score for the technical submittal of the Contractor’s quote must be greater than or equal to 75% of the available technical points; and

B. The Contractor’s financial information must demonstrate that the Contractor possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Contractor’s previous three financial statements, any additional information received from the Contractor, and any other publicly-available financial information concerning the Contractor, and assess each Contractor’s financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

An Contractor which 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 Contractor providing contract performance security for the first contract year cost proposed by the Contractor in a form acceptable to the Issuing Office. Based on the financial condition of the Contractor, the Issuing Office may require a certified or bank (cashier’s) check, letter of credit, or a performance bond conditioned upon the faithful performance of the contract by the Contractor. 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 Contractor and cannot increase the Contractor’s cost quote or the contract cost to the Commonwealth.

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

II-6. Final Ranking and Award.

A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee’s final technical scores, the final cost scores, and (when
applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part.

**B.** The Issuing Office will rank responsible Contractors according to the total overall score assigned to each, in descending order.

**C.** The Issuing Office must select as the Best Value Contractor the Contractor with the highest overall score.

**D.** The Issuing Office has the discretion to reject all quotes or cancel the request for quotes, at any time prior to the time a purchase order 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.
PART III

TECHNICAL SUBMITTAL

III-1. Objectives.

A. General Objectives. The primary objective of this RFQ is to host and maintain the current Capital Planning Tool (CPT) application on behalf of PennDOT’s Bureau of Public Transportation (BPT). The CPT application was designed and developed to meet the requirements of BPT and it will be the responsibility of the Selected Contractor to ensure that the application continues to meet the needs of the business stakeholders without interruption or service degradation throughout the life of the contract.

B. Specific Objectives.
1. Provide secure hosting of the CPT application via a cloud hosting environment approved by PennDOT with high system reliability (99.5%) during normal business hours, and response times of two hours or less in response to any reported outages or system failures; automatic failover; asset capacity; software updates not less than four times per year; weekly backups. The hosting environment will be maintained and modified as necessary to support all BPT and Grantee use with very fast response time.

2. Provide and maintain Sandbox and Staging environments, identical in design to the Production environment, to facilitate testing of new features and software versions (Sandbox) and for acceptance testing of software or data enhancements that are slated for release to Production (Staging.)

3. Maintain the CPT application, updating it as necessary to support new browsers and to stay current with all security protocols and patches. The selected vendor will also deploy all generally available updates to the CPT software as they become available (subject to BPT approval), and no less often than quarterly.

4. Perform daily backups of the CPT database and produce regular source code snapshots and make these available to BPT.

5. Provide technical support to BPT via telephone or email during normal business hours. The selected vendor will respond to service requests within two hours, and will resolve most support issues within one business day. BPT will be responsible for handling all service requests from the Grantees.

6. Provide telephone and email support for up to four (4) trained end-user support staff.

7. Schedule maintenance outages associated with the project during non-business hours during a mutually agreed upon planned maintenance window.

C. The selected Contractor shall support requirements gathering, design, programming, testing, and documentation of additional custom capabilities that have been identified
as the original scope of work has been executed, all of which are designed to make CPT a more efficient and effective management tool. Examples of this include:

1. Agency consolidation: As Pennsylvania transit agencies consolidate, CPT needs tools to make the transition of asset ownership less burdensome and more trackable and reportable.

2. Improvements to dotGrants and Multi-modal Project Management System (MPMS) integration. Over time, BPT wants to enhance the integration of these systems (which will initially be performed under existing contracts) to maintain synchronization of grants and transactions; to migrate capabilities over time to the primary “system of record;” and to simplify the annual funding plan development process.

3. CPT has been implemented with an asset taxonomy that closely matches the FTA TRAMS codes and therefore simplifies data entry, reporting, and creation of capital projects by the project planner. In the future, BPT wants to break down the taxonomy to more detailed asset subtypes, with varied Estimated Service Life (ESL) and cost specifications within the same FTA code.

4. Although CPT allows agencies to identify Pennsylvania Commercial Item Descriptions (PCID) under which small paratransit vehicles have been purchased, it does not provide an easy way to tie that contract (or other standing contracts) to a particular vehicle class. CPT could be modified to store contract information and use this information automatically in Activity Line Item (ALI) cost estimation.

D. The Selected Contractor shall provide BPT with expert on-site assistance for continued development of the CPT and regularly communicate the status of its work. The scope of on site assistance is as follows:

1. **Planning Services** includes needs assessment, project planning for system development, feasibility studies for technology migration, expert planning regarding system integration, and related work.

2. **Operational Services** includes security and risk assessments, system performance monitoring and measurement, scalability analysis, DevOps and deployment consulting, and related work.

3. **Organizational Services** includes ergonomic assessments and usability tests, skills analysis, change management assessment, assistance in training material design & development, and related work.

4. **Communication** includes on-site meetings to be held no less often than every quarter to ensure the strategic plan for the CPT platform is aligned with the PennDOT IT strategy and business needs. Hosting, maintenance and software development will occur offsite.
III-2. **Nature and Scope of the Project.** The Selected Contractor will provide hosting, maintenance and support services for PennDOT’s Capital Planning Tool application. PennDOT will provide first level support for the BPT application. The Selected Contractor will provide support services and hosting through a monthly fee. The Selected Contractor also will provide maintenance as a release-based deliverable. The release will not be approved by PennDOT until it is in production and fully functioning for at least five (5) working days.

III-3. **Requirements.**

The Selected Contractor will provide hosting, application maintenance and application testing for the Capital Planning Tool (CPT) application. The Selected Contractor will ensure that all future enhancements and modifications to the CPT application are compatible with updates made to the CPT application by Cambridge Systematics.

**Contractor Response**

**A. Quality.**

1. PennDOT expects high quality service and products, i.e., products that are professionally edited and responsive to both the intent and the specific requirements of the contract. It is expected that products will be error free and that commitments made by the selected Contractor will be met.

2. The selected Contractor shall demonstrate a high level of quality control standards and service. Within its quote, the selected Contractor is required to describe its quality standards and guarantees of service, background check processes, and other quality assurance processes, and its response to resources if PennDOT deems that the selected Contractor is not performing to PennDOT quality expectations.

**Contractor Response**

**B. PennDOT Development Responsibilities.** Within the proposal, if applicable, Contractors shall provide documentation of internal development activities or significant interface modifications that PennDOT Information Systems and Technology Office (ISTO) will need to pursue in order to operate Capital Planning Tool effectively.

**Contractor Response**

**C. Change Requests.** Changes in the price, timetable, specifications, and other terms and conditions of the purchase order require a formal change order request and shall follow the requirements for changes in accordance with the IT ITQ Contract 4400004480. The change order request shall be submitted in the form of a letter from the selected Contractor to PennDOT’s Contract Administrator for review and approval. Only after the purchase order has been updated and fully executed by the Commonwealth, with the approved change request, will the selected Contractor be
authorized to begin work. No work can associated with the change request can begin until a fully executed purchase order has been issued to the selected Contractor.

D. OS-501 Confirmation of Service and Acceptance of Deliverables. PennDOT defines successful completion and acceptance of deliverables as:

1. Upon completion of deliverables identified in the fully executed purchase order and/or any subsequent changes to the purchase order approved as defined in III-3., C - Change Requests, the selected Contractor will submit to PennDOT a signed Appendix Q, OS-501- Confirmation of Service and substantiating documentation which acts as the selected Contractor's confirmation that the deliverable has been completed in accordance with the purchase order; and,

2. Upon receipt of an OS-501 PennDOT will:
   a. Confirm that the requirements for each deliverable have been met.
   b. Review and approve any and all substantiating documentation submitted with the OS-501, which may be in the form of hard copy and or electronic copy; and,
   c. Certify successful completion of each deliverable shown on the OS-501 by fully executing the OS-501 and providing a copy to the selected Contractor.

E. Staffing, Substitutions or Replacements.

1. The selected Contractor cannot reassign personnel to another project after they have been assigned to this project, prior to submitting a written request and explanation to PennDOT and receiving written PennDOT consent.

2. At PennDOT’s request and after consultation with the selected Contractor, the selected Contractor must replace and personnel who, in the reasonable opinion of the PennDOT Project Manager, are not adequately performing their assigned responsibilities or are unable to work effectively with members of the PennDOT staff. In such event, the selected Contractor must provide replacement personnel with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of key personnel is subject to PennDOT’s review and approval.

3. Any schedule/project delays caused by knowledge transfer to the new Contractor or sub-Contractor personnel resulting from staffing substitutions or replacements will be the responsibility of the selected Contractor.

F. Confidential Information. The selected Contractor and/or sub-Contractor will not remove production data from PennDOT systems or premises.

G. Disaster Recovery.

1. Selected Contractor will propose an appropriate Disaster Recovery Plan (DRP) that restores functionality within forty-eight (48) hours of incident start. The disaster recovery plan must be in compliance with Appendix J - Enterprise Information Technology Standards.

2. The DRP should include, but not necessarily be limited to, the following elements:
a. **Critical System Functions and Maximum Tolerable Downtime (MTD).**
The DRP should identify all critical system functions and the associated MTD for each.

b. **Disaster Scenarios.** The DRP should identify all potential disaster scenarios ranging from those that impact a single agency to those that impact the entire state. For each scenario, the Contractor should identify the critical system functions which are impacted and the scope of the impact.

c. **Recovery Time Objectives.** (RTO) For each scenario, the DRP should identify the Recovery Time Objectives (RTO) based on the critical system functions which are impacted and their associated MTD.

d. **Recovery Procedures.** The DRP should include a detailed recovery procedure for each scenario which achieves the associated RTO. The procedure should identify all actions which will be taken by the Contractor, transit agencies and PennDOT.

e. **Contingency Procedures.** For each scenario, the DRP should detail contingency procedures the agency can follow in order to maintain a basic level of operational service during recovery.

f. **Communications.** The DRP should describe the manner in which significant disruptions in service will be communicated to PennDOT and the affected agencies. The plan should describe both initial notifications and ongoing communications which will occur as restoration and recovery procedures are underway.

g. **Testing.** The DRP should detail specific drills that will be conducted to test the recovery and contingency procedures and ensure they are effective. For each drill, the DRP should define the drill frequency and detail the steps that need to be completed by the Contractor, transit agencies and PennDOT.

**Contractor Response**

**H. 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.

*Contractor Response*

**III-4. Statement of the Project.** The selected Contractor will provide hosting, application maintenance and application testing for the Capital Planning Tool application that was created by Cambridge Systematics. PennDOT is not accepting alternate proposals for other software application options.

*Contractor Response*

**III-5. Qualifications.**

   A. Company Overview.

*Contractor Response*

   B. Prior Experience. Provide a description of the company’s experience in application maintenance, testing and hosting, including the number and size of projects and outcomes. Experience described must be work done by individuals who will be assigned to the project in this RFQ project. Describe any industry best practices or certifications which are used by the Contractor (i.e. IT Infrastructure Library (ITIL)).
Include background and experience in PennDOT’s existing business processes and systems. This includes a broad understanding of Pennsylvania’s public transportation agencies and their capital needs. The selected Contractor will have a background in capital needs including, but not limited to, useful life requirements and condition, Pennsylvania and federal funding sources, planning procedures and federal and state capital requirements. Furthermore, the selected Contractor should have an understanding of Bureau of Public Transportation’s (BPT) and Federal Transit Administration’s (FTA) existing electronic systems that include dotGrants, SAP, Multi-modal Project Management System and Trams.

Provide a brief description of at least three (3) projects similar in scope completed/active by your company in the last five years. Specifically relate how experience with each project relates to the services requested by this RFQ. Projects referred to must be identified and the name of the customer shown, including the name, address, email address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. Please ensure that the contacts listed are current.

If Subcontractor staff is utilized, then describe prior experience and reference contact information for all Subcontractors utilized for at least one project per Subcontractor. Describe prior experience for Subcontractors with specific attention to the role they will play in this project.

**Contractor Response**

C. Technical Background. Provide proof of the following in order to be considered:
1. Experience in Ruby on Rails Development
2. Experience in Hosting, Application Maintenance and Application Testing
3. Demonstrated familiarity with Federal and Pennsylvania regulations regarding mass transit assets.
4. Experience in developing applications focused on mass transit, include a list of applications developed
5. The Selected Contractor is required to comply with *Appendix J – Enterprise Information Technology Standards*.

**Contractor Response**

D. Personnel. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. 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: project manager, IT Technical Lead (responsible for both security and infrastructure architecture so this may be one or two people) include the employee’s name and, through a resume or similar document, the Project personnel’s education and experience in Ruby on Rails application development and maintenance and/or providing help desk support. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

Resumes are not to include personal information that will, or will be likely to, require redaction prior to release of the proposal under the Right to Know Law. This includes home addresses and phone numbers, Social Security Numbers, Drivers’ License numbers or numbers from state ID cards issued in lieu of a Drivers’ License, financial account numbers, etc. If the Commonwealth requires any of this information for security verification or other purposes, the information will be requested separately and as necessary.

Substitutions of Key Personnel for either Contractor or Subcontractor must be submitted immediately to the Commonwealth Project Manager for approval when the Key Personnel position is suddenly vacated. All Key Personnel positions that are suddenly vacated must be filled with a substitute immediately. All Key Personnel positions are required to be filled with a replacement within eight (8) weeks.

**Contractor Response**

E. **Subcontractors.** Provide a subcontracting plan for all subcontractors, including DB, SDB, and SB subcontractors, who will be assigned to the Project. The selected Contractor is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the purchase order resulting from this RFQ, subcontractors included in the quote 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).

The Contractor’s subcontractor information shall include (through a resume or a similar document) the employees’ names, education and experience in the services outlined in this RFQ. Information provided shall also indicate the responsibilities each individual will have in this Project and how long each has been with subcontractor’s company.

**Contractor Response**

III-6. **Training.** If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors. Vendor needs to provide training for PennDOT staff for each release. Other users will be trained by PennDOT staff.

**Contractor Response**

III-7. **Financial Capability.** Describe your company’s financial stability and economic capability to perform the contract requirements. Provide your company’s financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company’s Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate a Contractor’s financial capability.

**Contractor Response**

III-8. **Work Plan.** 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.

The selected Contractor will provide transition, hosting, testing, maintenance, and support services for the Pennsylvania Department of Transportation’s (PennDOT) CPT application.

Selected Contractor’s Work Plan must comply with the guidelines set forth in Appendix K - Key Performance Indicators (KPIs) and Service Level Agreements (SLAs).

A. **Task A – Transition.**

The selected Contractor should propose their approach and timeline how they will provide the resources, and obtain the knowledge for all in-scope applications.
The transition task is intended as a transition period to maintain the efficiency and proficiency of the Project. The transition period is 20 business days and all Contractors shall base their proposed approach on this period of time. PennDOT will consider a longer transition period during evaluation but Contractors shall not propose a transition period that is more than 20 business days. PennDOT will approve the start date for Transition when the selected Contractor submits the Knowledge Transition Work Plan in Subtask A.2.

In order to have a seamless transition the Selected Contractor shall be required to work with PennDOT personnel and the incumbent vendor for 20 business days. PennDOT reserves the right to extend the 20 business day transition period by written notification and the issuance of an updated fully executed Purchase Order to the selected Contractor. The selected Contractor however, shall not provide service beyond 20 business days unless a written request for change in accordance with Section III-3 C, Change Requests, is approved and an updated fully executed Purchase Order has been issued.

The transition task requires the completion of the following sub-tasks:

1. **Subtask A.1 Kick-Off Meeting:** Within two (2) business days receipt of a Notice to Proceed, under this contract, the selected Contractor shall attend a contract kick-off meeting to be held in the Harrisburg, PA area. Members of the selected Contractor’s team and PennDOT representatives will discuss in detail the requirements of the contract, and the selected Contractor shall provide a proposed plan of action for the transition and bring up any issues or items that require clarification or guidance.

   At the kick-off meeting, a copy of the fully executed Purchase Order and all documentation will be discussed as well as the Knowledge Transition Work Plan described in Subtask A.2. Within two (2) business days after the meeting, the selected Contractor must prepare minutes of this meeting, including a follow-up items list for both the selected Contractor and PennDOT, and provide to PennDOT’s Project Manager.

   **Subtask A.1 Deliverable:** This is a no cost deliverable. One time attendance at the contract kick-off meeting in Harrisburg, PA.

2. **Subtask Task A.2. Knowledge Transition Work Plan.** Within five (5) business days of the Notice to Proceed, the selected Contractor shall develop and submit to PennDOT’s Project Manager for review and approval, a Knowledge Transition Work Plan to assume service and maintenance activities from the current Contractor.

   Develop and implement a Knowledge Transition Work Plan to assume service and maintenance activities currently being handled by the incumbent contractors. This
plan will be no greater than 20 business days in length. The plan’s duration and implementation are dependent upon PennDOT approval.

The Knowledge Transition Work Plan will take into consideration the following key objectives, including but not limited to:

The key objectives of this task are to:

a. Transition responsibilities, technical know-how, and business knowledge from the incumbent contractor efficiently and effectively.

b. Estimate number of days for completion.

c. Accomplish transition within the timeframe specified.

d. Manage an orderly transition without disruption of service to users or clients.

e. Transition work materials such as software, system documentation and development support tools as needed.

f. Transition knowledge related to managing the system lifecycle.

g. Confirm and develop (where needed) service level agreements for delivery of services to business units.

h. Update the proposed detailed transition work plan to reflect adjustments made during the transition task.

**Subtask A.2 Deliverable:** One (1) time Knowledge Transition Work Plan must be submitted to PennDOT’s Project Manager for review and approval prior to the selected Contractor moving forward with **Subtask A.3 – Transition Activities.** The selected Contractor must receive written approval from PennDOT as a Notice to Proceed before beginning **Subtask A.3 – Transition Activities.**

3. **Subtask A.3 Transition Activities:** Upon receipt of the written approval from PennDOT’s Project Manager for Subtask A. 2 – Knowledge Transition Work Plan, the selected Contractor shall have twenty (20) business days to implement and complete the transition activities agreed upon by both PennDOT and the selected Contractor as a result of **Subtask A.3** to assume service and maintenance activities currently being handled by the existing incumbent.

**Subtask A.3 Deliverable:** Successful completion of Transition Activities. Payment will not be made until PennDOT has reviewed, approved and fully accepted the work completed for the transition. Contractors will provide an hourly rate and number of hours for each specified position required for the successful completion of Transition Activities on **Appendix F - Cost Submittal.** The sum of the total number of hours times the hourly rate for each specified position will be used to identify the deliverable cost for this task. Contractors may also refer to **Part II, Section II-10** of this RFQ for more information on the cost.
4. **Subtask A.4 Transition Report:** Within five (5) business days of the completion of Transition Activities, the selected Contractor must prepare a report that documents the completion of the transition activities and provides the status of each objective and activity that took place during the transition period. The report must be submitted to PennDOT’s Project Manager for review and approval. PennDOT’s Project Manager will provide a written notification to the selected Contractor acknowledging acceptance of this task.

**Subtask A.4 Deliverable:** One (1) time transition report, which shall be submitted to PennDOT’s Project Manager for review and approval.

It is anticipated that the benchmarks for Task A will be set as the successful completion of each subtask.

B. **Task B – Hosting.**
The selected Contractor will provide a fully-managed dedicated infrastructure application hosting service for production, sandbox and staging environments throughout the duration of the contract. The hosting service will be reliable, secure, high availability with a 24x7 presence. The hosting service includes:

1. Hosting facility services;
2. Operations/Monitoring services;
3. Operating system software maintenance and upgrade services;
4. Application recovery services;
5. Data/Information Security Services;
6. Data storage and retention;
7. Application recovery Services;
8. Data/Information Security Services;
9. Data storage and retention;
10. Network services; and

Refer to Appendix J – Enterprise Information Technology Standards, Section 9: Hosting Requirements and Appendix K - Key Performance Indicators (KPIs) and Service Level Agreements (SLAs) for specific information.
Task B Deliverable:
The Contractor shall provide a fixed cost, monthly charge for hosting services.

C. Task C - Support and Maintenance.

The selected Contractor will provide the following Support and Maintenance Services.

1. **Tier II Help Desk.**
The selected Contractor shall provide and maintain Tier 2 product support. PennDOT will provide a Tier 1 Service Desk. The PennDOT Tier 1 Service Desk will escalate calls related to trouble tickets to the selected Contractor for resolution. Tier 2 product support shall be available Commonwealth business days Monday through Friday, 8:00 AM to 5:00 PM EST.

   **Help Desk Sub-tasks:**
   a. Provide a documented Tier II support process for working with PennDOT and the users to escalate and resolve issues. This includes assistance with diagnosis and resolution of password issues, software failures, network connectivity and interface issues.
   b. Provide a method to accept service requests from PennDOT’s incident management system (Remedy).
   c. Create and maintain a tracking mechanism for problems, issues and reporting of resolutions. Work with PennDOT to resolve issues and provide the ability to pull reports and view current status of issues. The selected Contractor’s monthly service desk report will provide all reported problems/issues (resolved and open), date submitted, priority level, who submitted it, resolution, date resolved, system outages and maintenance windows, accessibility, reliability, availability.

2. **Change Control,** based on best practices such as ITIL. Coordinate software fixes with PennDOT contact through an agreed upon change control process using an effective change control tool.

   **Change Control Sub-tasks:**
   a. Provide source code control throughout the duration of the contract using an effective source control tool.
   b. Change control log that documents any modifications to production and User Acceptance Testing (UAT) environments.
   c. Agreed upon maintenance outage schedule

Task C Deliverables:
The Contractor shall provide support and maintenance services in accordance with Appendix K – Key Performance Indicators (KPIs) and Service Level Agreements (SLAs) as well as Change Control guidelines described in Appendix L - IT Project
Management Handbook. Contractor will bill a monthly fixed cost amount for these services. Refer to Appendix E - Cost Submittal.

D. Task D – Enhancements.
The selected Contractor will provide enhancements to the Capital Planning Tool. PennDOT expects no more than four releases per year for application enhancements. The releases will be managed through the work order process. Each release will have a separate work order that follows standard Software Development Lifecycle processes. Refer to Appendix R - Work Order Requirements and SFT-000 Software Development Lifecycle Policy within the Information Technology Policies (ITPs) referenced in Section I-26: http://www.oa.pa.gov/Policies/Pages/itp.aspx.

All tasks and deliverables listed below will be required for all releases. If approved by the PennDOT Project Manager, some tasks and deliverables may be waived for a specific release depending on the scope of the release.

The tasks for the releases will include:
1. **Requirements Management** - includes requirements definition, analysis, refinement, categorization, prioritization, changes, traceability, and documentation procedures and processes based on SDLC (Software Development Lifecycle) methodology. Requirements management includes but is not limited to:
   a. Obtain an understanding of the business and system requirements.
   b. Validate the business and systems requirements with PennDOT.
   e. Validate technical and non-functional requirements.
   f. Identify functional performance metrics to include business transaction volumes, business cycles, peak periods, timeliness requirements, etc.
   e. Confirm functionality gaps between existing systems, and the business and system requirements.
   f. Develop an approach to bridge any functionality gaps.

2. **Design** - processes and procedures for the creation and evaluation of conceptual design based on SDLC.

3. **Build** - processes and procedures utilized to construct and/or configure the solution based on SDLC.

4. **Unit/System Testing** - processes and procedures associated with test planning, test design, test execution, validations, defect management, and approvals, based on SDLC and in relation to unit, systems integration, and security vulnerability testing requirements.

The selected Contractor is responsible and accountable for conducting system testing in coordination with PennDOT. The selected Contractor shall also resolve all
issues and defects that are discovered during system testing to PennDOT’s satisfaction.

5. **User Acceptance Testing** - processes and procedures associated with test planning, test design, test execution, validations, defect management, and approvals, based on SDLC and in relation to user acceptance testing requirements. These processes and procedures also include integrated quality control and assurance mechanisms to ensure solution meets all business, systems, security, policy, product quality, and/or other relevant compliance/certification requirements.

6. **Implementation** - processes and procedures regarding production ready solution adoption, delivery, and deployment; including business and technical operational readiness assessments with roll-back mechanisms. The selected Contractor is responsible and accountable for successful implementation in coordination with PennDOT with integrated go-live decision.

**Task D Deliverables:**

1. **Detailed Business and System Requirements Baseline** document
   Report shall include but not be limited to:
   b. User groups
   c. User roles
   d. Security controls/fraud prevention; and
   e. Audit considerations

2. **Fit Gap Analysis Report** - The selected Contractor shall perform a Fit Gap analysis and deliver a Fit Gap Analysis report. The report shall include a summary of each gap between the Detailed Business and System Requirements, and the solution. The details that shall be considered for each gap include a description of the gap, its impact and proposed resolution. The Fit Gap Analysis shall also specify any areas that may require a policy/procedure change.

3. **Design Document** – This document will consist of enough information to convey which components of the application will be affected by the application enhancements. This may or may not include high level descriptions, screen mockups, lists of screens and the functionality affected on each screen, lists of stored procedures and the functionality affected, whether the affected components are considered core or are considered non-core, etc.

4. **Working code in the test environment** – the vendor will provide a test environment containing sufficient data and working code to verify functionality enhancements.
5. **User Acceptance Testing (UAT)**
   a. **Test Plan** – to include user acceptance testing process. This document details UAT testing scenarios necessary for PennDOT to test the new functionality.

   b. **Test Scripts** – for user acceptance testing. The user acceptance test scripts and expected outcomes will be developed from the detailed design documents and the User Acceptance Test Plan in coordination with PennDOT. The user test scripts will cover the compete solution and interfaces. The selected Contractor shall provide UAT scripts to ensure that all necessary components are tested for proper functionality.

   c. **Test Results** – for user acceptance testing – The selected Contractor shall provide a mechanism for tracking expected results vs. actual test results, and for tracking all errors, problems, and resolution. This reporting mechanism shall include tests completed, errors identified, rework efforts, and retesting efforts.

   d. The Selected Contractor shall log and track until all defects are resolved to PennDOT’s satisfaction.

6. **Implementation Plan.**
   a. **Implementation Plan** - The selected Contractor shall provide a comprehensive Implementation Plan that defines the strategy and approach to bring to production all functionality of the release.

   b. The selected Contractor shall develop and maintain an Implementation Plan that shall include but not be limited to:
      i. Overall implementation strategy;

      ii. Definition of how the release shall be implemented;

      iii. Back out plan and procedures;

      iv. Advantages, challenges, barriers and risks; and

      v. Strategic assumptions.

   c. **Working code in production** – After the enhancement has been implemented, the selected Contractor shall provide a copy of all source code to PennDOT including updated application and user documentation.

   d. Cost for this work will be negotiated through the use of a Work Order (Appendix R) on an as needed basis.
E. Task E – Training.
The selected Contractor will provide end user training materials for the effective use of the Capital Planning application. This task will only be required if major functionality has been added to the system. The end user training materials will provide PennDOT business staff with the training materials necessary to complete tasks required of them.

Task E - Deliverables:
Training Materials. At a minimum, the selected Contractor shall provide:

1. An updated user manual that includes:
   a. Descriptions of system functions through a training manual;
   b. Step-by-Step application procedures;
   c. Error troubleshooting guides;
   d. Contingencies and/or alternative modes of operations (backup plan); and
   e. FAQ page available online

2. An administrative user manual for the transit agencies that includes:
   a. Descriptions of system functions through a training manual;
   b. Step-by-Step application procedures;
   c. Error troubleshooting guides;
   d. Contingencies and/or alternative modes of operations (backup plan); and
   e. FAQ page available online

F. Task F – Turnover.

1. Prior to close out or termination of the contract, the selected Contractor will cooperate with PennDOT and any subsequent Contractor in any activities related to the transition/turnover of responsibilities for support and maintenance of the solution.

2. The selected Contractor will be responsible for completing all turnover services when the Contract expires, terminates, or PennDOT initiates steps to rebid all or part of these tasks included in this Contract, whichever comes first.

3. The selected Contractor will not take any action to intentionally erase any PennDOT data for a period of ninety (90) days after the effective date of the end of contract. After the ninety (90) day period, the selected Contractor will have no
obligation to maintain or provide any PennDOT data and shall thereafter, unless legally prohibited, perform secure data deletion of all PennDOT data in its systems or otherwise in its possession or under its control.

4. During this ninety (90) day period, the selected Contractor will be available to respond to and assist with the resolution of any transition issues.

5. **Tasks.**
   a. **Turnover Planning** - Upon notification of closeout or termination, the selected Contractor shall develop a plan that will accomplish successful transition of support and maintenance responsibilities to PennDOT or a subsequent Contractor within a timeframe that has been agreed upon by PennDOT. The selected Contractor shall provide a transition plan to be implemented up to or at least ninety (90) days before and completed prior to expiration, or within thirty (30) days of termination of this Contract.

   b. **Turnover execution** - At PennDOT’s request the selected Contractor shall develop, maintain and execute the turnover activities in the Turnover Plan.

**Task F Deliverables**

1. **Turnover Plan** – After discussion with PennDOT, the selected Contractor will develop and submit a comprehensive plan for transition of support and maintenance to PennDOT and/or a subsequent Contractor. At a minimum, the plan shall describe tasks (including knowledge transfer activities), durations, roles and responsibilities of all parties.

   The Turnover Plan shall include, but not be limited to the following:
   a. Turnover schedule.

   b. IT Services Desk and support personnel turnover plan.

   c. Inventory of all work in progress.

   d. Inventory of all software, data, and other related items to be turned over.

   e. Documentation updates.

2. **Turnover report** - A report describing completion of all turnover related activities and verification that PennDOT has accepted turnover completion

**G. Task G – Project Management.**

1. The selected Contractor shall perform the following project management tasks throughout the entire contract. Costs for these activities shall not be proposed
separately; rather, they shall be reflected in the proposed costs for the associated deliverables.

2. The PennDOT Project Management Office in conjunction with PennDOT Management establishes the project’s governance structure, documentation requirements and control requirements at the outset of the project. This is done in conjunction with the development of the Project Charter to ensure that all project deliverables and Project Management tasks have been defined and documented. The following Project Management tasks have been identified and listed below. The responsibility for each has been defined. Some tasks are solely the responsibility of the selected Contractor’s project manager, and some are the joint responsibility of the selected Contractor’s project manager and the designated PennDOT contact.

   a. Identify the Contractor project manager responsible for the project and provide the contact information to the designated PennDOT contact.

   b. The named Contractor project manager will act as the primary point of contact for the project between the selected contractor and the designated PennDOT contact.

   c. The named Contractor project manager will communicate and work with the designated PennDOT contact as required to ensure smooth project execution and satisfactory completion of all deliverables identified in the contract and the work orders.

   d. Provide a project Plan in sufficient detail to describe the tasks and schedule required to complete the project. This should include time periods for PennDOT review and approval of deliverables. It is preferable to have the project tasks required to complete each deliverable rollup under that deliverable in the plan. Examples can be provided.

   e. Update the project plan on a regular basis as required showing task completion and status.

   f. Prepare every other weekly status reports using the approved PennDOT template indicating the % completion of each deliverable each week.

   g. Prepare a monthly agenda and distribute it along with the status report to the members of the Project Execution Management Team (PEMT) prior to the PEMT meeting each month.

   h. Conduct the PEMT meeting each month. (a conference line or WebEx will be provided). Prepare and distribute PEMT meeting minutes.

   i. Using the approved PennDOT templates, complete and update the Action Item, Issue and Risk logs each week and review in the PEMT meeting as required.
j. Participate (as requested) in the Project Governance Committee (PGC) Meeting (as needed). A conference line or WebEx will be provided.

k. Maintain all project documentation in a shared location.

**Task G Deliverables:**
Deliverables will consist of agendas and minutes from every other week status and monthly PEMT meetings that include a current schedule of upcoming work.

**III-9. Quality and Service.**

A. PennDOT expects that the selected Contractor to demonstrate a high level of quality control and service. The selected Contractor is required to describe its quality standards and guarantees of service, background check processes and other quality assurance processes, and its response to issues which are not performing to PennDOT quality expectations. PennDOT expects high quality service and products—that is products which are professionally edited and responsive to both the intent and the specific requirements of the Work Order. It is expected that products will be error free and that commitments made by the Contractor will be met.

B. PennDOT has developed a set of minimum Service Level Agreements (SLAs), shown in Appendix K – Key Performance Indicators (KPIs) and Service Level Agreements (SLAs) that the selected Contractor must agree to meet or exceed in order to be in good standing on the contract. Contractor’s should consider SLAs when preparing a proposal. Contractors will be scored on their ability to commit to exceeding these minimum SLAs. PennDOT expects that the final SLA’s agreed upon by the selected Contractor will be higher than the proposed minimum requirements. The SLAs will be reviewed monthly by the PennDOT Project Manager to identify any issues requiring immediate attention.

C. The selected Contractor will provide BPT with communication and expert on-site assistance for continued development of CPT. This work will consist of the following:

1. Planning Services including needs assessment, project planning for system development, feasibility studies for technology migration, expert planning regarding system integration, and related work.

2. Operational Services including security and risk assessments, system performance monitoring and measurement, scalability analysis, DevOps and deployment consulting, and related work.

3. Organizational Services including ergonomic assessments and usability tests, skills analysis, change management assessment, assistance in training material design & development, and related work.

4. Communication including on-site meetings to ensure that the strategic plan for the CPT platform is aligned with PennDOT IT strategy and business needs. Workspace accommodations will be provided during on-site meetings.
Contractor Response

III-10. Reports and Project Control.
   A. Task Plan. A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

   B. Status Report. At minimum, a Monthly Progress Report covering activities, problems and recommendations. This report should be keyed to the work plan the Contractor developed in its proposal, as amended or approved by the Commonwealth.

   C. Problem Identification Report. An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Contractor recommendations with supporting rationale.

   D. Final Report.
      1. Summarize work completed during each task, including deliverables.
      2. Include all supporting documentation: e.g., training materials, reports, etc.
      3. Service Level Agreements. The selected Contractor will adhere to service level agreements (SLAs) as described in Appendix K – Key Performance Indicators (KPIs) and Service Level Agreements (SLAs).

As part of the proposal, the selected Contractor may propose alternative service level agreements and/or service credits; however, these must be submitted on the basis of information included in Appendix K, and the proposal must be submitted on the basis that the SLAs in Appendix K will apply to this procurement.

III-11. Domestic Workforce Utilization. Contractors must complete and sign the Domestic Workforce Certification attached to and made part of this RFQ as Appendix B. Contractors who seek consideration for the Domestic Workforce Utilization Certification criterion must complete, sign, and submit the Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

Contractor Response
PART IV

COST SUBMITTAL

IV-1. Cost Submittal. The information requested in this Part IV shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed quote, separated from the technical submittal. The total proposed cost should be broken down into the components set forth in Appendix E – Cost Submittal. The percentage of commitment to Small Diverse Businesses and Small Businesses should not be stated in the Cost Submittal. Contractor should not include any assumptions in their cost submittals. If the Contractor includes assumptions in its cost submittal, the Issuing Office may reject the quote. Contractor should direct in writing to the Issuing Office pursuant to Part I, Section I-6 of this RFQ any questions about whether a cost or other component is included or applies. All Contractors will then have the benefit of the Issuing Office’s written answer so that all quotes are submitted on the same basis.

The Issuing Office will reimburse the selected Contractor for work satisfactorily performed after execution of a purchase order, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.
PART V

DIVERSE BUSINESS, SMALL DIVERSE BUSINESS, and SMALL BUSINESS PARTICIPATION

The Commonwealth is seeking to maximize participation by DB, SDB, and SB enterprises in this procurement. To this end, the Commonwealth is utilizing two (2) separate programs in this procurement – PennDOT’s DB Participation Program; and the Commonwealth’s SDB/SB administered by BDISBO.

Both programs will be administered independently from the other. Contractors must meet the requirements of the PennDOT DB Participation Program contained in Appendix D - Diverse Business Participation. Contractors may also make commitments to and receive RFQ evaluation credit for the utilization of SDBs and SBs as set forth in the Small Diverse Business and Small Business Participation section below.

Although these programs will be administered independently, certain elements of the programs may overlap. For example, a business may meet the definitions of both “diverse business” under the Act 89 DB Participation Program and “small diverse business” under the SDB/SB participation program. Contractors may receive credit for utilization of such a business under both the Act 89 DB Participation Program and the SDB/SB participation program if such utilization is consistent with each program’s requirements. However, some business may qualify under one program and not another.

V-I. PennDOT’s Diverse Business Participation Program.

A list of the requirements constituting good faith efforts and additional information concerning Diverse Business participation in this contract is contained in Appendix D - Diverse Business Participation.

Form EO-387 - Confidential – Successful Offeror’s Intent to Subcontract, to be completed by the selected offeror, also is contained in Appendix D.

Questions regarding PennDOT’s Diverse Business Participation program, including questions about qualifying as a Diverse Business for purposes of the program, can be directed to:

Department of Transportation
Bureau of Equal Opportunity
5th Floor
Commonwealth Keystone Building
Harrisburg, PA 17120
Phone: (717) 787-5891 or 1-800-468-4201
Email:
Website:
V-II. The Commonwealth’s Small Diverse Business and Small Business program.

A. Small Diverse Business and Small Business General Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make significant commitments to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
  - Procurement Goods and Services: $20 million
  - Construction: $20 million
  - Building Design Services: $7 million
  - Information Technology Goods and Services: $25 million

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Business or a Small Diverse Business must complete the DGS/BDISBO verification process. Additional information on this process can be found at:

An Contractor that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Contractors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department of General Services’ directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from:
http://www.dgs.internet.state.pa.us/SmallDiverseBusinessSearch/
Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services  
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)  
Room 601, North Office Building  
Harrisburg, PA 17125  
Phone: (717) 783-3119  
Fax: (717) 787-7052  
Email: RA-BDISBOVerification@pa.gov  
Website: www.dgs.pa.gov

B. Small Diverse Business and Small Business (SDB/SB) Participation Submittal. All Contractors are required to submit two (2) copies of the **Small Diverse Business and Small Business Participation Submittal Form** contained in (Appendix F) and related **Letter(s) of Intent (Appendix G)**. The submittal must be sealed in its own envelope, separate from the remainder of the proposal, and must be provided on the Small Diverse Business and Small Business Participation Submittal form, with information as follows:

A. Contractors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.

B. Contractors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Contractor commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.

C. Contractors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the Small Diverse Business and Small Business Participation Submittal.

D. Contractors must include a **Letter of Intent (Appendix G)** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Contractor and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the Small Diverse Business and Small Business Participation Submittal form. At minimum, the Letter of Intent must include the following:

1. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business; and

2. A description of the services or supplies the Small Diverse Business or Small Business will provide; and
3. The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and

4. The name and telephone number of the Contractor’s point of contact for Small Diverse Business and Small Business participation; and

5. The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.

E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Contractor.

NOTE: Contractors will not receive credit under the SDB/SB participation program for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Contractors will not receive credit under the SDB/SB participation program for stating that after the contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Contractor to receive credit for Small Diverse Business or Small Business participation.

C. Contract Requirements—Small Diverse Business and Small Business Participation.

All contracts containing Small Diverse Business and Small Business Participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Contractor upon execution of its contract with the Commonwealth.

B. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.

C. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.

D. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
E. The selected Contractor and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Contractor and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in Appendix H – Model Form of Small Diverse and Small Business Subcontract Agreement. The subcontract must contain:

1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.

2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the final negotiated cost for the initial term of the prime contract.

3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Contractor’s receipt of payment from the Commonwealth for such work.

4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Contractor’s contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business’ and/or Small Business’ participation in the project.

F. If the selected Contractor and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Contractor must notify BDISBO.

G. The Selected Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating “No activity in this quarter.” A late fee of $100.00 per day may be assessed against the Selected Contractor if the Utilization Report is not submitted in accordance with the schedule above.

H. The Selected Contractor shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Contractor’s
ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

I. If the Selected Contractor fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Contractor is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Contractor’s Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.