

REQUEST FOR PROPOSALS FOR

Web Site Consulting Services for Hosting, Maintenance and Updates

ISSUING OFFICE

Pennsylvania Turnpike Commission

Communications & Public Relations

RFP NUMBER

#04-140-2880

DATE OF ISSUANCE

March 25, 2004

REQUEST FOR PROPOSALS FOR
Web Site Consulting Services for Hosting, Maintenance and Updates
RFP #04-140-2880

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PART I

GENERAL INFORMATION FOR CONTRACTORS

I-1. Purpose. This request for proposals (RFP) provides interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for consulting services for web site hosting, maintenance and updates.

I-2. Issuing Office. This RFP is issued for the Commission by:

Mailing Address:

Communications & Public Relations Department
P.O. Box 67676
Harrisburg, PA 17106-7676

Physical Address:

Communications & Public Relations Department
700 South Eisenhower Blvd.
Middletown, PA 17057

Contact:

Lorie Gray
Phone: (717) 939-9551, ext. 2844
Fax: (717) 986-9649
E-Mail: lgray@paturndpike.com

The Issuing Office is the sole point of contact in the Commission for this RFP.

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

I-4. Problem Statement. The Commission is in need of a consultant to perform web site services including hosting, maintenance, updates and other related services for the Commission's existing web site. A detailed work statement is provided in Part IV of this RFP.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed monthly fee for hosting, maintenance and updates. All other work will be billed hourly on a project-by-project basis. The contract will be similar to the one in Appendix A. The Commission may in its sole discretion undertake negotiations with contractors whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing contractors.

I-7. Incurring Costs. The Commission is not liable for any costs incurred by contractors prior to issuance of a contract.

I-8. Questions. There will be NO pre-proposal conference scheduled for this RFP. Contractors may, however, submit questions to clarify any points in the RFP that may not have been clearly understood. All questions should be submitted, in writing, to the Issuing Office at the address indicated above or via email at lgray@paturnpike.com to be received no later than **April 7, 2004**. All questions and answers asked by any one contractor will be issued as an addendum to and become part of this RFP and will be posted on the Commission's Internet web site at www.paturnpike.com.

I-9. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted on our web site.

I-10. Response Date. To be considered, proposals should arrive at the **Contract Administration Department, Attention: George Hatalowich** on or before **2:00 p.m., local time, April 23, 2004**. Contractors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commission office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission may be extended. Information will be posted on our web site advertisement for this RFP, or as an Addendum.

I-11. Proposals. To be considered, contractors should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in five copies to the Contracts Administration Department. No other distribution of proposals will be made by the contractor. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the contractor to its provisions and include the contractor's Federal Identification Number. For this RFP, the proposal must remain valid for at least **90 days from the RFP due date**. Moreover, the contents of the proposal of the selected contractor will become contractual obligations if a contract is entered into.

Each and every contractor submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the contractor chooses to attempt to provide such written notice by telefax transmission, the Commission shall not be responsible or liable for errors in telefax transmission. A proposal may also be withdrawn in person by a contractor or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

I-12. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall not exceed 30 pages.

I-13. Discussions for Clarification. Contractors who submit proposals may be required to make an oral or written clarification of their proposals to the Commission to ensure thorough mutual

understanding and contractor responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-14. Best and Final Offers. To obtain best and final offers from contractors whose proposals are determined by the Commission, in its sole discretion, to be reasonably susceptible of being selected for award, the Commission may (a) enter into discussions; (b) schedule oral presentations; and (c) request revised proposals.

I-15. Prime Contractor Responsibilities. The selected contractor will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected contractor to be the sole point of contact with regard to contractual matters.

I-16. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. If a contract is executed, however, the successful proposal submitted in response to this RFP shall be subject to disclosure. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing contractors at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

I-17. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-18. Commission Participation. Unless specifically noted in this section, contractors must provide all services to complete the identified work. Project Manager will provide direction, feedback and guidance throughout the project. The Issuing Office will not provide office space, reproduction facilities, or other logistical support.

I-19. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal. **Failure to meet this requirement may result in disqualification of the proposal.**

I-20. Term of Contract. The term of the contract will commence on the Effective Date and will end two years from that date, with option to renew for three additional one-year periods. The Effective Date shall be fixed by the Issuing Office after the contract has been fully executed by the contractor and the Commission and all approvals required by Commission contracting procedures have been obtained.

I-21. Contractor's Representations and Authorizations. Each contractor by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the contractor in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.

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

PART II
INFORMATION REQUIRED FROM CONTRACTORS

Contractor proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Sections II-1 through II-7 hereof; (ii) Cost Submittal, in response to Section II-8 hereof.

The Commission reserves the right to request additional information which, in the Commission'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 contract.

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

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of personhours allocated to each task.

II-4. Prior Experience. Describe your previous experience with other projects of similar nature. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted. **Respondents should PROVIDE AT LEAST TWO EXAMPLES OF SIMILAR WORK.**

II-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, including graphic designers, web designers, web programmers, database programmers/developers, site maintenance technicians, 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 work. Include through a resume or similar document education and experience for the following:

Graphic Designer

Minimum 2-3 years experience with:

Adobe Photoshop or Macromedia Fireworks

Adobe Illustrator

Adobe Pagemaker or Quark Express

Experience with Macromedia Flash or Flash MX is a plus

Web Designer

Minimum 2-3 years experience with:

Macromedia Dreamweaver or Macromedia Dreamweaver MX

HTML, VBScript, JavaScript, DHTML, XML

Web Programmer

Minimum 2-3 years experience with:

Microsoft Visual Studio.NET, including

ASP.NET

VB.NET

ADO.NET

Web Services

XML

ASP

HTML, JavaScript, VBScript, DHTML, XML

Database Programmer/Developer

Minimum 2-3 years experience with:

Microsoft SQL Server (version 7 or later), including experience in

Database management

Database design

Database integration with thin client applications

Site Maintenance Technician

Minimum 2-3 years experience with:

Microsoft IIS 4.0 or later

Microsoft Server 2002 or later

MCSE certified is preferred

Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

II-6. Objections and Additions to Standard Contract Terms and Conditions. Contractor will identify which, if any, of the terms and conditions contained in Appendix A it objects to and what additional terms and conditions contractor requires. Contractor's failure to object or to request additions will result in its waiving its right to do so later, but the Commission may consider late objections and additional requests if it is in the best interest of the Commission to do so.

II-7. Cost Submittal. The information requested in this section shall constitute your cost submittal. **This portion of the proposal should be bound and sealed separately from the remainder of the proposal.** The total cost you are proposing must be broken down into the following components:

- a. **Monthly Fees.** Fixed monthly fee for hosting, maintenance and updates.
- b. **Direct Labor Costs.** Itemize so as to show the following for each category of personnel with a different rate per hour:
 - (1) Category: e.g., graphic designer, web designer, web programmer, database programmer/developer, site maintenance technician.
 - (2) Rate per hour.
- c. **Labor Overhead.** Specify what is included and rate used.
- d. **Travel and Subsistence.** The Commission will not reimburse for transportation, lodging and meals in this contract.
- e. **Consultant Costs.** Itemize as in (b) above.
- f. **Subcontract Costs.** Itemize as in (b) above.
- g. **Cost of Supplies and Materials.** Itemize.
- h. **Other Direct Costs.** Itemize.
- i. **General Overhead Costs.** Specify what is included and rate used.

Only work satisfactorily performed after execution of a written contract, after the contractor's receipt of a notice to proceed from the Commission or after the contract term has begun will be reimbursed.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a contractor; (b) properly signed by the contractor; and (c) formatted such that all cost data is kept separate from and not included in the Technical Submittal.

III-2. Proposals will be reviewed and evaluated by a committee of qualified personnel selected by the Commission. This committee will recommend for selection the proposal which most closely meets the requirements of the RFP and satisfies Commission needs. Award will only be made to a contractor determined to be responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-3. The following areas of consideration will be used in making the selection:

a. Understanding the Problem. This refers to the contractor's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services or undertaking the study, and of the nature and scope of the work involved.

b. Contractor Qualifications. This refers to the ability of the contractor to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the contractor. This also includes the contractor's financial ability to undertake a project of this size.

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the job by the contractor. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in the RFP. Particular emphasis is placed on the qualifications of the project manager.

d. Soundness of Approach. Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the study/service. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.

e. Transition Plan. Contractor's plan for the transition of services from the current web site consultant to the contractor, and to any future service provider.

f. Cost. While this area may be weighted heavily, it will not normally be the deciding factor in the selection process.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. **General.** The goal of this solicitation is to select a web site consultant to provide hosting, maintenance, and updating services for the Pennsylvania Turnpike Commission's recently redesigned web site (www.paturndpike.com).

IV-2. Nature and Scope of the Project. The contractor will receive the original data, graphics, text and materials constituting the Commission's web site. The current web site was created from commercially available software as well as software developed for the Commission as a work for hire. The contractor will provide hosting, maintenance and updating services for the Commission's web site. Contractor will also provide other related services including, but not limited to, development and creative design on a project-by-project basis. Contractor shall maintain the web site in good working order including customer access and response times and promptly repair defects, errors and any malfunction in a workmanlike manner. Contractor shall be available twenty-four hours a day, seven days a week for emergency web site services. Contractor will respond to web site problems within one hour and promptly provide estimated repair time.

IV-3. Requirements. The information contained in this section list current requirements. Future upgrades may be necessary to maintain current customer access and response times if customer activity increases or other conditions warrant.

Hardware Requirements (All run on Windows server 2003)

1 dedicated web server with server clustering

1 dedicated database server (SQL 2000)

1 dedicated email distribution server

Connectivity/Bandwidth

Minimum T-3 connection required, OC-12 or better connection is preferred

Currently have 3 redundant Internet backbone connections

General Technologies

Current site is based on .NET framework

Current site is written in ASP.NET using VB.NET

Current site is data-driven based off SQL server database

XML web services to drive information to TTN (Turnpike Television Network)

Third Party Software (Must own a license to use and be proficient in its use)

Web Menu

EmailQ.Net

SMTP.Net

ZIP Controls (3)

Dreamweaver MX

Flash MX

Microsoft Visual Studio.NET 2003

IV-4. Tasks.

- a.** Provide hosting, maintenance and updating services for the Commission’s web site twenty-four hours a day, seven days a week, with the exception of preplanned, scheduled maintenance.
- b.** Provide other related services on a project-by-project basis, e.g., development, creative design, and new functionalities. Contractor will provide a written proposal for each project assigned by the Commission. Contractor will provide all necessary training, source code and development documentation for newly assigned projects.
- c.** Contractor must be available to discuss current and proposed projects, as well as routine web site issues, at the discretion of the Commission.
- d.** Contractor will provide monthly written status reports including site traffic statistics, project status, overview of any site problems, etc. Commission and Contractor will develop a standard report format. Other reports will be provided on an as-needed basis for general web site issues as defined below in IV-5, b.
- e.** Contractor will provide a plan for the transition of services from the current web site provider to the contractor and from the contractor to any future service provider. The plan must provide for a seamless transition with no web site downtime.

IV-5. Reports and Project Control. Contractor will produce the following reports, as required.

- 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. The contractor will produce a task plan in response to the Commission’s request for services under IV-4(b) above.
- b. Status Report.** Monthly progress reports covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the contractor in its proposal, as amended or approved by the Commission.
- 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.

Appendix A

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2004, between the **Pennsylvania Turnpike Commission (“COMMISSION”)**, an instrumentality of the Commonwealth of Pennsylvania, with principal offices near Middletown, Pennsylvania (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676; physical address: 700 South Eisenhower Boulevard, Middletown, PA 17057),

AND

_____ (**“CONTRACTOR”**), [insert the legal status of CONTRACTOR such as a Pennsylvania (or foreign) corporation (or partnership, LLC, LLP, etc.)], with its principal office at [insert address]

WITNESSETH:

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

WHEREAS, the **COMMISSION** desires to . . . [Describe the specific PTC purposes, goals, assumptions, underlying facts, or contractor's representations that are the basis of the bargain, etc.]

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

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

Definitions

This section is for terms that have a special meaning for this agreement or that are used in a way different from everyday or common usage.

Contractor's Scope of Work

The **CONTRACTOR** will perform the work described in _____ **[identify the document]** dated _____. This document is [SELECT ONE: attached as Exhibit _ and made a part of this Agreement OR made part of this Agreement by reference].

Maintenance

CONTRACTOR shall maintain the web site in good working order including customer access and response times equivalent to those currently provided and promptly repair defects, errors, and any malfunction in a workmanlike manner within twenty-four hours. The Marketing Director or his designated representative shall be notified immediately by phone, email, or other method to be designated by the Marketing Director of any such malfunction.

Materials

COMMISSION shall provide **CONTRACTOR** with all data, graphics, text, and materials currently constituting the web site. **COMMISSION** grants **CONTRACTOR** access to archived materials such as photographs, maps, and articles that can be used to enhance the web site. **COMMISSION** grants access to current employees and facilities as resources so long as this access does not interrupt or interfere with normal work duties of employees. The **COMMISSION** grants **CONTRACTOR** permission to place data collection devices on **COMMISSION** premises so long as these devices do not interrupt or interfere with normal work duties of employees. Time-critical update information, including but not limited to roadway information, incidents, weather, and construction, shall be provided by **COMMISSION** using secure information input screens.

Location

During the term of this Agreement, the web site shall be located at either the **CONTRACTOR's** address or other such location as designated by **CONTRACTOR**. **CONTRACTOR** shall be responsible for all communication costs regardless of where the website is located.

Disclaimer

The web site shall contain a disclaimer holding the **COMMISSION** and **CONTRACTOR** harmless for liability arising from use and information available on web site. This disclaimer is attached as Exhibit "C" and made a part of this agreement.

Ownership

The Web Site will at all times be the property of the **COMMISSION**.

Internal Development

The **COMMISSION** retains the right to develop and implement ideas and areas of the website internally. Such new developments shall not interfere with any ongoing projects and services being provided by **CONTRACTOR**.

Commission's Responsibilities

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

Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid _____ and ___/100 DOLLARS (\$_____).

Duration of Agreement and Renewal

The term of this Agreement is two years. The term may be renewed for three additional one-year periods by a writing signed by both parties.

Termination

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

Assignment and Delegation

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

The **CONTRACTOR** shall not engage the services of any person or persons now employed by the Commission except with the **COMMISSION's** approval.

Work for Hire

All Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written, recorded photographic or visual materials, trademarks, servicemarks, copyrights or other Deliverables produced by **CONTRACTOR** or any supplier in the performance of the contract shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, all Work Product shall be the exclusive property of the **COMMISSION**.

The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, servicemarks, and patents. If the **CONTRACTOR** purchases the right to license, agreements will be placed in the name of the **COMMISSION** along with all rights and obligations. In addition, the **CONTRACTOR** will mark all Turnpike content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)". The **COMMISSION** will make any patent, servicemark, or trademark application of any component of the Project and System in the name of the **COMMISSION**.

Governing Law

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

Observance of Laws

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

Dispute Resolution

All questions or disputes regarding any matter involving this contract or its breach shall be referred to the Board of Claims as provided in 72 P.S. § 4651. If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 C.S.A. § 7301 et seq. (Statutory Arbitration). The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

Indemnification

The **CONTRACTOR** shall be responsible for all damage to life and property due to negligence or other tortuous acts, errors, and omissions arising from or related to the work of this Agreement. The **CONTRACTOR** shall indemnify and hold harmless the **COMMISSION**, the **COMMISSION's** officers, and the **COMMISSION's** employees from any claim or liability of any type or nature arising from or related to the work of the **CONTRACTOR** or that of the **CONTRACTOR's** employees or subcontractors or the presence of these persons or individuals on the **COMMISSION's** premises.

Contractor Integrity and Responsibility Provisions

The Contractor Integrity and Contractor Responsibility Provisions are attached as exhibits and made a part of this agreement.

Entire Agreement

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

Modification

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

IN WITNESS WHEREOF, the **Pennsylvania Turnpike Commission** and **[Contractor's Name]** have executed this Agreement by their duly authorized officers and affixed their respective official and corporate seals on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Rebecca R. Troup
Assistant Secretary-Treasurer

Mitchell Rubin
Chairman

APPROVED AS TO FORM AND LEGALITY:

Albert C. Peters II
Assistant Chief Counsel

ATTEST:

[CONTRACTOR'S NAME]

Signature_____

Signature_____

Name_____

Name_____

Title_____

Title_____

Federal Tax ID. No.

EXHIBIT C

DISCLAIMER

THE MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL THE PENNSYLVANIA TURNPIKE COMMISSION NOR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS, EVEN IF THE PENNSYLVANIA TURNPIKE COMMISSION OR ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE PENNSYLVANIA TURNPIKE COMMISSION AND ITS SUPPLIERS FURTHER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THESE MATERIALS. PENNSYLVANIA TURNPIKE COMMISSION AND ITS SUPPLIERS MAY MAKE CHANGES TO THESE MATERIALS, OR TO THE PRODUCTS DESCRIBED THEREIN, AT ANY TIME WITHOUT NOTICE. THE PENNSYLVANIA TURNPIKE COMMISSION AND ITS SUPPLIERS MAKES NO COMMITMENT TO UPDATE THE MATERIALS.

Addendum No. 1 to RFP #04-140-2880

Web Site Consulting Services for Hosting, Maintenance and Updates

Please note the following changes/inclusions to the above referenced RFP.

Part I-10. Response Date (Page 2):

Change to:

To be considered, proposals should arrive at the Contract Administration Department, Attention: George Hatalowich on or before 2:00 p.m., local time, **April 27, 2004.**

Part I-12. Economy of Preparation (Page 2):

The 30-page limit for the proposals relates to the technical portion only, excluding resumes and the cost proposal (which must be sealed separately).

Part II-5. Personnel (Page 6):

Site Maintenance Technician

Previous: Microsoft Server 2002 or later

Change to: Microsoft Server 2003

Part IV-3. Requirements. (Page 9):

Hardware Requirements (All run on Windows server 2003)

Previous: 1 dedicated web server with server clustering

Change to: 1 dedicated web server

Connectivity/Bandwidth

Previous: Minimum T-3 connection required, OC-12 or better connection is preferred

Change to: Minimum Dedicated T-1 connection required

Add the following paragraph:

Subcontracting. Any use of subcontractors by a contractor must be identified in the quote. During the contract period use of any subcontractors by the selected contractor, that were not previously identified in the quote, must be approved in writing by the Commission prior to any work being done.

Part I-8. Questions

Following are the answers to questions submitted in response to the above referenced RFP as of April 7, 2004. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

QUESTIONS & ANSWERS

1.

Q. I-5 Type of Contract. The paragraph states that hosting, maintenance and updates will be contracted on a fixed monthly fee. Can the Turnpike estimate the scope of maintenance and updates required on an annual basis?

A. Currently we average 30 hours of maintenance a month.

2.

Q. Regarding the mailing address to send the proposals (I-10), I noticed that George Hatalowich is in the Contract Admin Dept. Is the mailing address provided on page 1 the same address we should use to send the proposal to the Contract Admin Dept?

A. Yes. Send to: Contracts Administration Department
Attn: George Hatalowich
P.O. Box 67676
Harrisburg, PA 17106-7676
(Mailing Address)

OR

Contracts Administration Department
Attn: George Hatalowich
700 South Eisenhower Blvd.
Middletown, PA 17057
(Shipping Address)

3.

Q. Page 7, II-7 Cost Submittal. Would it be acceptable to provide costs relating to a. monthly fees, b. direct labor costs and g. cost of supplies and materials only? Typically, we do not break out overhead from the hourly direct labor rate and don't anticipate the need for subcontract or consultant costs.

A. No. Please propose as advertised.

4.

Q. Page 9, IV-3. Requirements. Is it correct to assume that the Turnpike currently owns the specified hardware or should the vendor expect to provide it?

A. No. Contractor must provide specified hardware.

- 5.
- Q.** Will the Turnpike continue to utilize its current host for email and DNS for the PaTurnpike.com domain?
- A.** All email is hosted internally by the Turnpike.
- 6.
- Q.** Does the Turnpike web site currently interface to any information systems? If so, what are the systems?
- A.** The site currently accepts data from 2 different data providers. 1. Weather information from AccuWeather; 2. Commercial account data provided by Turnpike.
- 7.
- Q.** Can you provide annual site traffic statistics? Does the Turnpike utilize traffic monitoring software, like WebTrends?
- A.** We currently average 5,500 visitor sessions per day, and 220,000 hits per day. Vendor must use some type of traffic monitoring software. Current provider uses WebTrends.
- 8.
- Q.** Does the Turnpike have a content management system in place? If so, what is the solution/provider?
- A.** No.
- 9.
- Q.** Can you describe the role the agency would play in implementing and managing Web Services, if applicable?
- A.** Question unclear – cannot answer.
- 10.
- Q.** What are the primary objectives for the next phase of the web site?
- A.** No set objectives. All additional development will be discussed as needed.
- 11.
- Q.** What does the Turnpike like and dislike about the existing site?
- A.** Existing site meets the needs of the Commission.
- 12.
- Q.** Can you discuss the annual budget for hosting, maintenance and site updates?
- A.** No.

13.

Q. Is the Turnpike open to agency requests to amend the contractual agreement to ensure mutual coverage on certain aspects, for instance, Intellectual Property Rights on commercial products the agency may license to the Turnpike?

A. No. All work products shall be considered services for hire.

14.

Q. Is the Hardware (i.e.- the three servers) and the related software to be provided by the Contractor to the Commission on a loan bases for the duration of the contract; or, to be purchased by the Contractor under the contract to be owned by the Commission; or, to be provided by the Commission to the Contractor for the duration of the contract?

A. Refer to question 4.

15.

Q. Is bandwidth to be included in the hosting fixed monthly price or billed separately based on actual usage? If it is to be provided, what is the current bandwidth utilization for the Commission's website?

A. Bandwidth to be included. Current bandwidth usage is not available.

16.

Q. Does the Commission anticipate the near term addition of audio or video files to enhance the experience for broadband users?

A. Possibly, however, the Commission has no plans for this feature in the near term.

17.

Q. There are "real time" features of the site (features that change constantly) i.e. traffic conditions. Is it correct that the Commission staff will make these real-time updates via web interfaces provided by the contractor?

A. Yes.

18.

Q. Does the Commission currently have anyone on staff that updates any part of the site or, does the contractor make all updates?

A. The Commission has staff to make limited updates.

19.

Q. Currently, roughly how often are regular (non-real-time) updates made and how many pages are impacted?

A. Daily – 2 to 3 pages impacted.

20.

Q. Will photos and art be provided in digital format or will construction plans and maps need to be scanned from large-format prints? Will maps and diagrams be provided in vector format?

A. Will be provided in digital format.

21.

Q. One dedicated Web Server with Clustering is a requirement but what are we clustering to? Is it assumed that the contractor will provide a live redundant web server?

A. Clustering is no longer a requirement (see correction under Part IV noted above) so long as contractor can guarantee 99.5% uptime of web server.

22.

Q. Who currently hosts the Commission site?

A. Interactive Media Systems.

23.

Q. Please provide documentation with web site activity over the past 13 months (hits/month, peak volumes, denial of service attacks, etc.).

A. Refer to question 7.

24.

Q. Has the PTC experienced performance issues of web services to the TTN? If so, please explain.

A. TTN is not currently active.

25.

Q. How frequently are changes requested to the application web site? On average, how many pages are changed per request? What is your existing backlog of change requests? What is your expected turnaround time for change requests?

A. Updates made routinely. Any changes will be negotiated. Turnaround times based on level of complexity.

26.

Q. What role will the PTC expect of the existing web site vendor in the event a transition takes place as a result of this RFP?

A. For the purpose of this RFP expect none.

27.

Q. Does the PTC have any specifications for the servers (for example, quantity and speed of CPU's, RAM, hard drive quantity, size, speed, and RAID level)? If no new requirements were developed, can the PTC provide us with the current server configurations?

A. We expect contractor to meet or exceed current level of service. Current server configurations are:
Dual Processor Pentium 4 2.4 Ghz
1GB RAM
80GB SCSI Hard Drives
Currently no RAID arrays

28.

Q. The "Hardware Requirements" (on page 9) refers to server clustering, but there is only one machine listed. Can the PTC clarify the meaning of this?

A. Refer to question 21.

29.

Q. What is the expected growth of the site and traffic to the site? This information will be helpful in sizing the hardware correctly.

A. Unable to estimate growth.

30.

Q. What firewall requirements does the PTC have? For example, does the PTC have requirements for one or two (front-end /between web and db servers), and does the PTC have any brand/manufacture preference?

A. We require at least 1 firewall between the servers and the Internet. No brand/manufacture preference.

31.

Q. Bandwidth: Does the PTC have usage trends or statistics? This information is necessary for proper sizing of the firewall and the Internet access reserved for the site.

A. No bandwidth usage is available. Refer to question 7.

32.

Q. Security: Does the PTC have any requirements for intrusion detection, penetration testing, or other security services/protections?

A. Intrusion and penetration detection system must be installed and be correctly functioning.

33.

Q. Monitoring: What level of server health/status monitoring is required by the PTC?

A. We require basic monitoring services.

34.

Q. Backup: Does the PTC require backup services to be provided by the hosting contractor? If so, at what level? Daily full backup? Incremental? What is the approximate existing volume of raw data that would need to be backed up and what is the approximate frequency of change?

A. Yes. Daily full backups required. Currently we have approximately 3GB of raw data, which changes hourly.

35.

Q. Availability Requirement: Single server deployments (one server for each required task as currently outlined in the RFP) will provide 99.5% uptime. Does the PTC require a higher level of availability than 99.5%? (Anything above a 99.5% requirement will necessitate additional standby and/or clustered server solutions).

A. No.

36.

Q. What is Microsoft Server 2002?

A. Typographical error. Should be Microsoft Server 2003 (see correction under Part II-5 noted above).

37.

Q. Is the site currently in good working order?

A. Yes.

38.

Q. Are there currently any speed issues associated with the site?

A. No.

39.

Q. Where is the site currently hosted?

A. Interactive Media Systems headquarters.

40.
Q. Is the current hardware architecture the same as the requirements?
A. Yes.
41.
Q. Is SQL Server 2000 the current database version?
A. Yes.
42.
Q. What is the annual budget for hosting, maintaining, and updating the site?
A. Refer to question 12.
43.
Q. In Section II-7 Cost Submittal, item a., please clarify whether maintenance and updates refers only to operating software, application software, or both?
A. Both.
44.
Q. Will preference be given to companies who are located in Pennsylvania?
A. No. However, location is taken into consideration.