

REQUEST FOR PROPOSALS FOR

An Integrator to Act as the Project Manager
for the
Implementation of an Enterprise Resource Planning (ERP) System

ISSUING OFFICE

Pennsylvania Turnpike Commission

Office of the Chief of Staff
For
Operations and Administration

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An Integrator to Act as the Project Manager for the Implementation of an Enterprise Resource Planning (ERP) System for the Pennsylvania Turnpike Commission

TABLE OF CONTENTS

PART I - OVERVIEW OF THE ERP PROJECT _____ Page 03

PART II - GENERAL INFO/ADMINISTRATIVE REQUIREMENTS _____ Page 14

PART III - SCOPE OF WORK/WORK STATEMENT _____ Page 22

PART IV - PROPOSAL REQUIREMENTS AND PROCESS _____ Page 31

PART V - CRITERIA FOR SELECTION _____ Page 43

APPENDIX A: STANDARD CONTRACT TERMS AND CONDITIONS

APPENDIX B: NONDISCLOSURE AGREEMENT

PART I

OVERVIEW OF THE ERP PROJECT

I-1 Introduction. The Pennsylvania Turnpike Commission (PTC) is a key transportation route within the Commonwealth of Pennsylvania and a vital link in the network of the eastern United States. The Turnpike is currently 531 miles in length with 59 fare collection facilities, 21 maintenance facilities, 5 twin tunnels, 8 State Police barracks, 21 service plazas and two traveler information centers. The PTC handles a traffic volume of approximately 500,000 vehicles per day, 13% of which are commercial vehicles. E-ZPass tags account for approximately 40% of all transactions.

The PTC has launched a project to replace the Commission's core financial and administrative systems with an off-the-shelf Enterprise Resource Planning (ERP) system software package. Today, there are a number of separate systems and manual processes that perform these core functions, which include accounting, finance, purchasing, treasury, capital planning, payroll, personnel, benefits, time and attendance, contract management and asset management. The majority of the business systems that support these core business functions are technologically out-of-date, have limitations in their capabilities, and are not well integrated with one another. Additionally, there are several other ancillary business systems that are not compatible and not integrated with the core systems. The Commission intends to move aggressively to replace the current aggregation of business systems and processes with an integrated, enterprise-wide solution utilizing a robust ERP package that will be used to perform the Commission's financial and administrative business functions.

This RFP document will define the approach for procurement of services, the scope of the work to be performed, the requirements the contractor must address, instructions governing the proposals to be submitted and the material to be included therein, requirements which must be met to be eligible for consideration, how the responses will be evaluated, and the other administrative requirements to be met by each proposal.

I-2 Project Approach. This project will have multiple phases. The first phase of the project, the Requirements Definition & Software Selection Phase, will be to select the ERP solution that best meets the Commission's enterprise business needs. The selected contractor will be responsible for providing the Commission with overall systems integration and project management services including assisting the Commission in:

- Defining enterprise business requirements for the ERP system
- Defining software and hardware requirements for an ERP system
- Defining an approach for addressing business process change during/within the ERP implementation
- Defining data conversion and integration requirements
- Evaluating and selecting software
- Evaluating short-term and long-term PTC staffing requirements resulting from this implementation project and subsequent production ERP system

- Conducting contract negotiations with the selected software vendor
- Developing a detailed project plan for the base system implementation phase of the project and a corresponding cost estimate to complete the implementation.

The second phase of the project, the Base System Implementation Phase will include the work activities required to complete the implementation of the new system and to bring it into stable production mode. In this RFP we are requesting contractors to propose a general implementation methodology or approach and to define the major tasks required to implement the base ERP system.

The Commission will need the assistance of a systems integrator/project management contractor in both the Requirements Definition & Software Selection Phase and the Base System Implementation Phase of this ERP project. The approach to the acquisition of systems integration/project management services and ERP software is as follows:

1. The Commission issues an RFP (this one) to select a contractor to provide the Commission with systems integration/project management services for Phase 1, Requirements Definition & Software Selection, and to provide implementation and integration services and serve as project manager for Phase 2, Base System Implementation.

Note: The Commission will not entertain proposals in response to this RFP from vendors of ERP software packages.

2. In the Requirements Definition & Software Selection Phase, the integrator selected will work with the Commission to identify/select the best ERP system software solution for the Commission.
3. The integrator will assist the Commission in negotiating the required contract(s) for the ERP system software.
4. Once Phase 1 is completed, the Commission and the integrator will most likely enter into negotiations for addendums to their contract for any additional phases, the first of which would be an addendum for the services required for the base implementation phase, for which the integrator would be prime contractor. However, the Commission reserves the right to elect not to enter into negotiations with the integrator from the Requirements Definition & Software Selection Phase to be prime contractor for any additional phases.
5. Should contract negotiations not yield an agreement, or if the Commission elects not to enter into negotiations with the integrator who assisted on Phase 1, the Commission will issue an RFP to procure systems integration/project management services from another qualified vendor for subsequent phases. From the respondents the Commission will select an integrator to be the prime contractor for the base system implementation phase.

I-3 Project Objectives. The Commission plans to address both the business and technology needs of the enterprise through the implementation of an ERP solution.

The following are the major business objectives of the ERP project:

1. Streamline the Commission's core financial and administrative processes through business process re-engineering in conjunction with the implementation of the ERP package.
2. Standardize business processes and practices to conform to Commission enterprise business policies, regulations or procedures, and collective bargaining agreements.
3. Eliminate administrative activities that add no value, such as redundant keying and reconciliation of data.
4. Address the business requirements of Commission business units, both large and small, as well as those of the executive management team.
5. Capture and make available to department heads, fiscal officers, personnel administrators, and program managers information needed to effectively manage programs and measure their success and information that has often been hard to access, out-of-date, inaccurate or unavailable.
6. Provide business units, and specifically system users and functional managers, with the necessary technology, tools, and training to enable them to extract the data they require to meet their business needs.
7. Facilitate expanded financial reporting and analysis capabilities through definition and implementation of a new chart of accounts (ACK).
8. Make information more readily available, as appropriate and permitted by law, to all state agencies, local governments, business partners, the general public, and the business community.
9. Provide employees, retirees, and fiduciaries with access, as appropriate, to personnel, payroll, time and attendance, benefit, and retirement information.
10. Enable the Commission to more efficiently conduct business with its customers, vendors and service providers through expansion of electronic commerce.
11. Improve the Commission's ability to budget and measure program success based on performance metrics.
12. Improve the Commission's ability to conduct business, human resources and technology planning based on reliable, timely financial and HR data.

The following are the major technology objectives of this project:

13. Replace the current core financial, accounting, purchasing, planning, asset management and HR systems, based largely on out-of-date technology, with a proven ERP package that utilizes current, mainstream technology.
14. Simplify and integrate the Commission's core system infrastructure. Reduce the number of separate information systems, and the interfaces that connect them, running on different computers, written in different programming languages, and utilizing separate databases.
15. Eliminate business unit-level systems that perform basic administrative and financial functions that can and should be performed by the core systems.
16. Use the ERP system as an enterprise business backbone, or foundation upon which to automate additional business functions in the future in an integrated fashion.
17. Eliminate customizations to the software to hold down implementation costs, to support standardization of business practices, and to preserve the ability to upgrade to new versions as they are released.
18. Take advantage of the strengths of the internet, to the extent appropriate, based on the Commission's technical infrastructure plan and the capabilities of the ERP software package selected.
19. Where necessary, provide standard interfaces between the ERP system and Commission business unit program-specific information systems that are consistent with the Commission's Enterprise Technical Architecture and Standards.
20. Assure the availability of historical financial and operational data in a format that permits trend analysis.

I-4 Project Scope. The precise scope of the project and the phasing of implementation have not been finalized. The functions that the Commission believes should comprise the base scope for the integrated ERP system and are viewed as the top priority for inclusion in the system are the following:

Finance & Accounting

General Ledger/General Accounting
Accounts Payable
Accounts Receivable
Projects Accounting (Capital and Operating)
Fixed Assets
Investment Accounting
Financial Reporting & Analysis
Operating Expense Budgeting and Forecasting

General Comment: While the Commission is a component unit of the Commonwealth of Pennsylvania, it is considered an Enterprise Fund. Therefore, our financial statements are presented on the accrual basis of accounting according to generally accepted accounting principles (GAAP) in a manner similar to a private-sector business.

Purchasing and Materials Management

Purchasing
Inventory Control & Accounting
Material Request
Bid

Treasury

Cash Management
Investment Management
Debt Management
Cash Requirements Forecasting
Capital Budgeting and Long Term Financial Planning

The following business systems/functions are believed to fall within the scope of an Enterprise Resource Planning (ERP) System, but are viewed as somewhat lower in priority and will not be included in the base ERP implementation. They will however be considered as potential, additional phases to the overall ERP project and the Commission intends to negotiate each one as additional addendums to the systems integrator/project manager contract.

Human Resources and Benefits Management
Payroll
Risk Management
Asset Management
Customer Relationship Management
Service/Work Order Management
Contract Management & Documentation
Engineering Contracts Electronic Bidding System
Roadway Pavement Management

To further assist the contractor in sizing the scope of the project, the following financial statistics are presented:

Total Projected Operating Revenue – Fiscal Year 2005: **\$515.5 million**

Total Operating Budget - Fiscal Year 2005: **\$220.8 million**

Capital Budget - Fiscal Year 2005: **\$275.9 million**

Debt Outstanding:

Bonds – \$2.471 billion

Mainline: \$1.384 billion

Expansion: \$1.087 billion

Debt Service - \$1.052 million

Mainline: \$90.1 million

Expansion: \$67.5 million

Investments - \$1.052 billion

Mainline: \$281.0 million

Expansion: \$771.0 million

Personnel – 2,362 employees

Management: 456

Collective bargaining units: 1,906

Additional information about the Commission, such as the Commission's 10 Year Capital Plan, can also be found on our internet web site located at www.paturmpike.com. There will also be additional information about the Commission, relevant to the ERP project, provided to potential bidders via a pre-bid contractor's library. Information about the library and the types of information that it will contain is described in section IV-3.3, Contractor Library of this RFP.

I-5 Project Governance and Roles. The project is headed by an executive steering committee. This committee is chaired by the Chief Operating Officer (COO), and its members are the Chief Information Officer (CIO), representing the Information Technology Department, the Chief of Staff (COS), representing the Executive management team, the Chief Financial Officer (CFO), representing the Finance and Administration Department, the Chief Engineer (CE), representing the Engineering and Facilities departments, the Director of Maintenance, representing the Maintenance Department, the Director of Fare Collection, representing the Fare Collection Department. The committee will approve all major project decisions, resolve or decide issues that are raised to it, and monitor project status.

The work in this Requirements Definition & Software Selection Phase will be performed by a joint Commission/Integrator team. The integrator will be in charge of day-to-day project management and be responsible for producing the deliverables specified in their proposal. Overall project management, including vendor management and quality assurance, will be the responsibility of a team of project directors representing the two lead business units on the project, which are Finance and Administration and Information Technology.

Working with the project directors and integrator on system requirements and business process issues will be three advisory committees, one for Finance/Accounting/Treasury, one for Materials Management/Accounting, and one for Technology Standards & Infrastructure.

The Finance/Accounting/Treasury advisory committee will be made up of designees from the Finance and Administration department with financial, accounting and treasury management responsibilities plus representatives from other applicable business units, yet to be determined.

The Materials Management/Accounting advisory committee will be made up of designees from the Finance and Administration, Maintenance and Fare Collection departments with accounting and/or materials management responsibilities plus representatives from other applicable business units, also yet to be determined.

The Technology Standards & Infrastructure advisory committee will be made up of a cross-section of Information Technology department resources with responsibilities for the Commission's enterprise technology architecture and standards associated with information systems development and support, data management, security, network management and communication systems plus representatives from other applicable business units, also yet to be determined.

It is envisioned that these advisory committees will likely have subcommittees, including subject matter experts from the business units, addressing specific business process and/or technological issues. It is hoped that some of the most knowledgeable and capable users in the finance, accounting, materials management, maintenance, fare collection, operations review and information technology arenas will be made available virtually full-time to participate on these advisory committees and subcommittees.

Each Commission business unit will be asked to assign at least one liaison to the project. Large business units may be asked to assign more than one. Business units will be asked to assign liaison(s) with knowledge of their specific business unit's financial and administrative operations. The project team will work through these liaisons to gather/validate business unit requirements, and to identify and resolve business process issues.

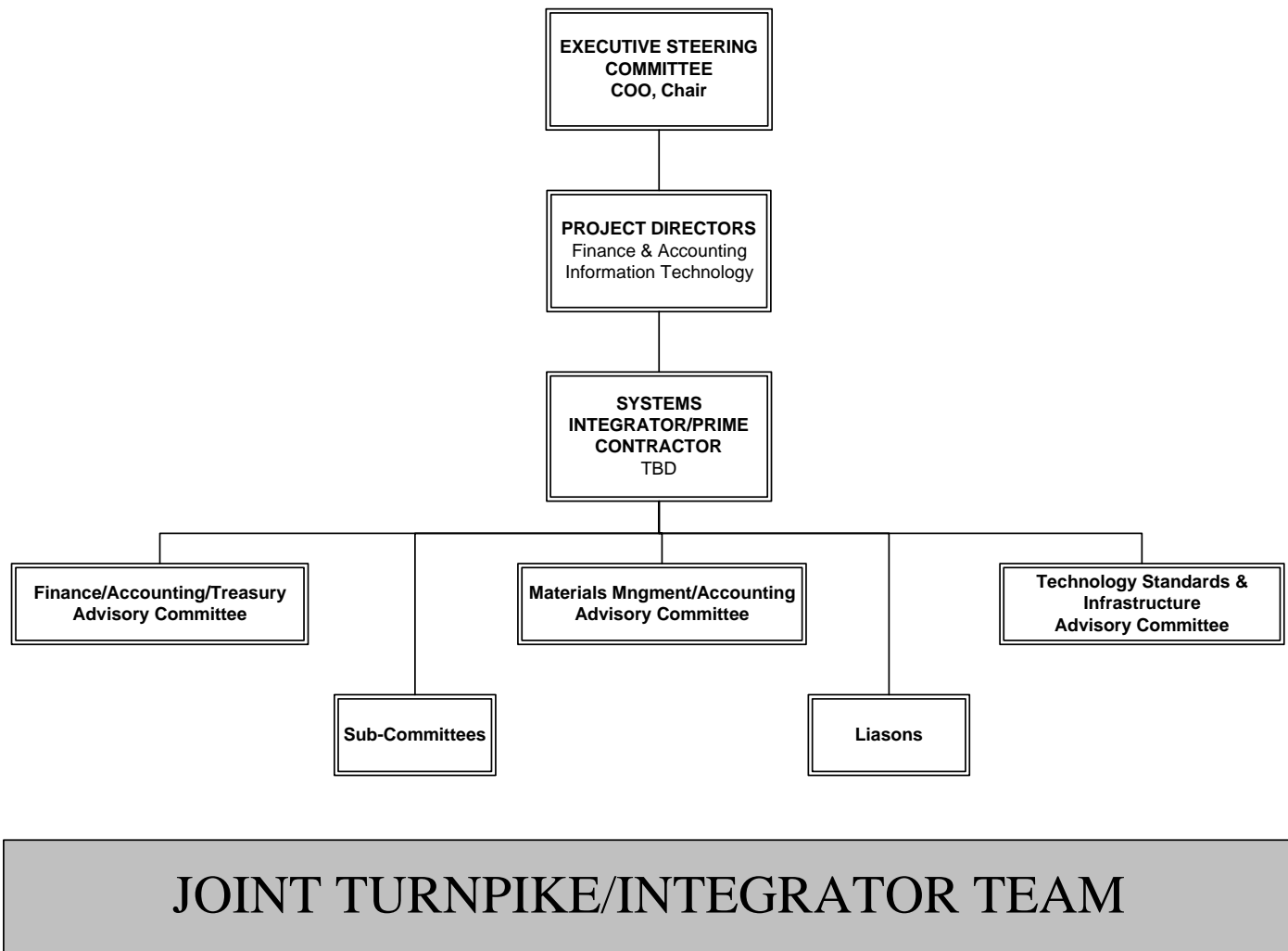
The organization of the project team, other than what is described above, has not been finalized. One likely aspect of the project team organization is that there will be separate teams working on accounting, finance, materials management, treasury and technical infrastructure. The project team structure, for the Requirements Definition & Software Selection Phase, will be decided by the steering committee and the project directors, with input from the integrator selected.

A chart depicting the potential project governance structure is presented on the next page.



PA Turnpike Commission

ERP Project Governance Structure



I-6 Project Strategies. The Commission has identified a number of strategies that will be employed in conducting this project. Contractors should keep these strategies in mind, and consider their interrelationships, when developing their response to the Scope of Work section. The strategies that have been identified to date are listed below.

1. The Commission believes it is in its best interest to select and deploy an ERP system following an aggressive schedule, but not so aggressive as to significantly increase risk or sacrifice quality.
2. Business process improvement is a major objective of this project. A three-step approach is envisioned for addressing process improvement:
 - o First, define the Commission's business requirements
 - o Second, select the package that goes the farthest in meeting them.
 - o Third, improve business processes following the best practices supported by the software selected.
3. An extension of strategy 2 is that when confronted with the need to either change existing business processes or modify the software, in all cases, it is the Commission's intent to change business processes.
4. The Commission plans to engage a systems integrator/project manager to assist in both the Requirements Definition & Software Selection Phase and the Base System Implementation Phase to take advantage of the experience and expertise of a qualified integrator to help ensure the success of the Commission's ERP project.
5. A joint Commission/integrator team will complete the work of the Requirements Definition & Software Selection and the Base System Implementation phases of the project with the mutual goal of a successful system implementation. The Commission's goal is to build the capability of its employees to maintain the system after it has been implemented and its stability has been assured.
6. The Commission recognizes that the handling of business process change and change management are critical success factors for an ERP project and the Commission intends to work with the integrator selected to define an approach that addresses the Commission's requirements.
7. The requirements definition and selection process must have significant input and participation from the Commission's business units, which will be using the system to perform their day-to-day financial and administrative functions.
8. As part of the implementation plan, a detailed course of action must be identified to assure legacy system operations will continue uninterrupted.

The Commission plans to utilize information collected through previous core system requirement studies and organizational operations analyses as a baseline for the start of this requirement definition effort.

I-7 Possible ERP Project Timeframes. The following is a high-level view of possible project timeframes:

- Requirements Definition & Software Selection Phase begins: May 2005
- Requirements Definition & Software Selection Phase completes: Nov 2005
(to be determined with vendor selected)
- Base System Implementation Phase begins Dec 2005
- Possible go-live with Base System: June 2007
(June 1 is the start of the Commission's fiscal year).

Note: These dates represent a tentative timeframe for Phase I and II of the ERP project. The Commission has not yet finalized a project timeline. The contractor is expected to propose a timeframe for the Requirements Definition & Software Selection Phase. The planned timeframe for the Base System Implementation Phase will ultimately be determined by the Commission, with input from the contractor selected.

PART II

GENERAL INFORMATION / ADMINISTRATIVE REQUIREMENTS

II-1 Issuing Office. The issuing office for this Request for Proposal (RFP) is the Pennsylvania Turnpike Commission, Office of the Chief of Staff for Operations and Administration.

The Primary contact for this effort is:

Mr. Timothy S. Delp
Director of Technology Planning & Standards
Information Technology Department

PA Turnpike Commission
Central Administration Building
700 South Eisenhower Blvd.
Middletown, PA 17057
(717) 939-9551 ext. 4430

All questions and other communications pertaining to this RFP must either be directed in writing, in sealed envelopes or cartons, to the following address:

PA Turnpike Commission - PTC ERP Project
Attn: Timothy S. Delp, I.T. Department
Central Administration Building, 2nd Floor
700 South Eisenhower Blvd.
Middletown, PA 17057

Or via email to the following address: PTCERPPProject@paturndpike.com

Clearly indicate that it is in reference to **PTC RFP #05-101-3119**.

II-2 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.

II-3 Subcontracting. Any use of subcontractors by a prime contractor must be identified in the quote. During the project period use of any subcontractors by the selected prime contractor, that were not previously identified in the quote, must be approved in writing by the Commission prior to any work being done.

A firm that responds to this solicitation as a prime may not be included as a designated sub contractor to another firm that responds to the same solicitation. Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved. **This does not preclude a firm from being set forth as a designated sub contractor to more than one prime contractor responding to the project advertisement.**

II-4 SERB/DB/MB/WBE Participation. The Commission is committed to the inclusion of disadvantaged, minority and women firms in contracting opportunities. Prime Contractors are encouraged to utilize SERB/DB/MB/WBE vendor participation in their proposed solution. The recommended minimum participation level for SERB/DB/MB/WBE firms in this contract is 10%. Proposed SERB/DB/MB/WBE firms must be certified by the Pennsylvania Department of General Services at the time of the submission of your proposal. The Commission, however, will not be applying any additional advantage to contractors, who submit proposals, who are either qualified SERB/DB/MB/WBE vendors or who utilize a SERB/DB/MB/WBE vendor as a subcontractor for this particular RFP.

II-5 Minimum Contractor Background Checks. The prime contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commission IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

Before the Commission will permit access to the contractor, the contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the contractor shall not assign that employee to any Commission facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the agency consents to the access, in writing, prior to the access. The agency may withhold its consent in its complete discretion. Failure of the contractor to comply with the terms of this paragraph may result in default of the contractor under its contract.

II-6 Resources. The Commission is planning to provide space for a project office, large enough to accommodate 15-20 people, within the designated work location for the time period envisioned for the project. The Commission 's intent is for all contractor resources to conduct business on-site at the designated work location identified below and contractors should assume there will be no remote access to Commission computer systems.

The designated work location and location for project coordination will be:

PA Turnpike Commission
Central Administration Building
700 South Eisenhower Blvd.
Middletown, PA 17057

The Commission will provide contractor resource(s) access to a Commission standard personal computer system(s) and Commission standard desktop software. The contractor will be responsible for providing any other needed equipment, desktop software, supplies, clerical assistance and/or administrative support.

II-7 Project Leader/Staff. The contractor must further represent and warrant that all staff to be assigned to the project will not be removed from the project without the express written consent of the project directors, including approval of the replacement. Such consent will not be unreasonably withheld.

II-8 Commission Participation. Unless specifically noted in this RFP, contractors must provide all services to complete the identified work.

II-9 Policies and Procedures. The contractor awarded this contract will be responsible for adhering to all applicable Commission Policies and Procedures including, but not limited to, the Commission's policies on Electronic Communications Acceptable Use and Sexual Harassment and Sexual Discrimination. These policies and procedures will be provided to the contractor and their resources prior to commencement of actual work under this contract. Violation of any of these policies and procedures by the contractor resources, while performing work under this contract, may result in immediate termination of the contract.

II-10 Information Handling. The nature of this project requires handling of sensitive information. All staff assigned to the project by the selected contractor will be required to sign a confidentiality statement to ensure this information is not used by the selected contractor or given to another contractor for the purpose of competitive advantage in current and future business activities with the Turnpike Commission. The selected contractor is responsible for ensuring that adequate measures are in place to minimize the access, copying and distribution of such information during work on this project. The selected contractor is responsible for proper disposal (i.e. shred, surrender) of both hard and electronic working copies of such sensitive information during work on this project, as well as any remaining information upon the completion of the project.

II-11 Proposals. To be considered, contractors should submit a complete response to this RFP, using the format provided in Part IV – Proposal Requirements and Process. No other distribution of proposals will be made by the contractor. Contractors must conform with all RFP instructions and conditions when responding to this RFP. The Commission, at its discretion, may reject as nonconforming any proposal that deviates significantly from the specifications of this RFP. 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. 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 (telefax number: (717) **986-8714**) 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.

II-12 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.**

II-13 Exclusion of Taxes from Prices. The Commission is exempt from the payment of excise and sales taxes imposed by the Federal Government and the Commonwealth of Pennsylvania.

II-14 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. Each proposal page should be numbered for ease of reference and should include index tabs denoting each section.

II-15 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.

II-16 Incurring Costs. The Commission is not liable for any cost or expenses incurred by contractors prior to issuance of a contract.

II-17 Amendment or Cancellation of RFP. The Commission reserves the right to amend or cancel this RFP at any time if it deems it to be in the best interest of the Commission to do so.

II-18 Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the PTC website under the original RFP document. Firms are responsible to monitor advertisements/addenda to assure the submitted proposal complies with any changes in the published advertisement.

II-19 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.

II-20 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.

II-21 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.

II-22 Execution of Contract. This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a contractor is selected, the selected proposal and this RFP then serve as the basis for a contract that will be negotiated and executed between the Commission and the selected contractor. This RFP and the proposal will likely be attached to the contract as exhibits.

If for some reason the Commission fails to reach consensus on the issues relative to the contract, then the Commission may commence contract negotiations with the contractor who submitted the next best proposal and so on until either a contract is executed or the Commission decides to start the RFP process again.

The contract may include a liquidated damages clause.

II-23 Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, the first phase of the contract, Requirements Definition & Software Selection, will be a **cost-plus agreement with any subsequent phases being lump sum agreements that will be negotiated as addendums to the existing contract**. The contract will contain the Standard Contract Terms and Conditions shown 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.

II-24 Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end three years from that date, with an option to renew the contract for an additional two (2), 1-year periods at the sole discretion of the Commission. The Effective Date shall be fixed by the Issuing Office after the contract has been fully executed by the contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

II-25 Debriefing Conferences. Contractors whose proposals are not selected will be notified of the name of the selected contractor and will be given the opportunity to be debriefed, at the Contractor's request. The Issuing Office will schedule the time and location of the debriefing. The contractor will not be compared with other contractors, other than the position of its proposal in relation to all other proposals for each criterion for selection.

II-26 Oral Agreement or Arrangements. Any alleged oral agreements or arrangements made by contractors with any Commission business unit or employee will be disregarded in any Commission proposal evaluation or associated award.

II-27 Insurance. The successful contractor and any subcontractors shall, at its (their) own expense, carry the following insurance; the insurance will be obtained from an insurance company licensed by the Commonwealth of Pennsylvania and rated B+ or better by Best Rating Group. It will remain in effect throughout the duration of the contract period. Any and all of the certificates of insurance requirements must be furnished to the Commission upon request.

9.1 Bid Bond- in an amount equal to five percent of the proposal cost.

9.2 Payment and Performance Bond- in an amount to carry out the contract as specified in all the proposal specifications.

9.3 Comprehensive General Liability Insurance - in an amount of \$1,000,000 with an aggregate of \$10,000,000. The successful contractor will also carry a Broad Form CGL Endorsement and a Non-owned and Hired Auto Endorsement.

9.4 Directors and Officers Insurance- in the amount of \$1,000,000.

9.5 Professional Liability Insurance- in the amount of \$2,000,000 for Phase I. Limits for Phase II will be set during contract negotiations for Phase II.

9.6 Worker's Compensation and Employer Liability –

Bodily injury by accident - \$100,000 (each accident)

Bodily injury by disease - \$500,000 (policy limit)

Bodily injury by disease - \$100,000 (each employee)

9.7 Auto Liability- in the amount of \$1,000,000 combined single limit.

II-28 Vendor Presentation of Supporting Evidence/Surety. Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the Commission deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

II-29 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.

II-30 Inspection of Work Performed. During the course of the project the Commission and its authorized representatives shall be allowed access to inspect all contractor materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor. The Commission will retain ownership of all work products developed by the contractor as a result of the project.

II-31 Restrictions on Contacts with Commission Personnel. From the date of release of this RFP until a contract is awarded as a result of this RFP, all contacts with personnel employed by or under contract to the Commission are restricted. During the same period, no prospective vendor shall approach personnel employed by or under contract to the Commission or any other entity participating in the evaluation of proposals, or any other related matters. An exception to the foregoing will be made for contractors who, in the normal course of work under a valid contract with the Commission, need to discuss legitimate business matters concerning the relationship of their work.

Violation of these conditions may be considered sufficient cause by the Commission to reject a contractor's proposal, irrespective of any Consideration.

II-32 Offer of Gratuities. The vendor warrants, represents, and certifies that no appointed official or employee of the Commission has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the Commission if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the contractor, the contractor agent(s), representative(s) or employee(s).

II-33 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 III

SCOPE OF WORK/WORK STATEMENT

III-1 Scope of Work. This section describes the scope of the work, for **Phase I** of the project, which is expected to be performed by the contractor selected to assist the Commission with its ERP project.

A. Approach to Conducting the Requirements Definition & Software Selection Phase

For phase 1 of the ERP project, the contractor should propose a process to be employed by the project team to define the Commission's business requirements and to select a proven ERP solution that best meets those requirements. The contractor will also assist the Commission in defining the steps necessary to prepare for an ERP implementation and in performing those tasks.

As indicated in the project strategies, the Commission would favor an approach that moves aggressively to define business requirements and select software. While the approach proposed by the contractor should expedite the process to the extent possible (and prudent), it still must provide a sound basis for evaluating and selecting an ERP system that will meet the Commission's needs.

In the proposal the contractor should include or respond to the following:

1. Specify an overall approach or methodology for the Requirements Definition & Software Selection process including, software/hardware requirement definition, business process change analysis, chart of accounts revision, data conversion and integration and software evaluation.
2. Describe approaches to conducting a software selection used successfully by your company in other engagements.
3. Identify what aspects of the proposed process serve to expedite the selection of software.
4. Identify the aspects of the proposed process that serve to ensure that the Commission is well positioned to select a package that is a good fit for the Commission functionally and technically.
5. Identify recommended strategies or approaches that the Commission should follow to address how legacy system operations and other daily responsibilities should be handled for those Commission staff members who are assigned to the project full time.
6. Identify other strategies or approaches that the Commission should follow in preparing for an enterprise wide ERP implementation.
7. Identify major risks that will be faced in implementing an ERP system (ie. staffing requirements, legacy system functionality, etc.) and how they should be mitigated.

B. Business/System Requirements

The first major activity of the Requirements Definition & Software Selection phase will be to identify and document the Commission's requirements for an ERP package. For the purpose of sizing the level of effort required to complete the Requirements Definition & Software Selection Phase, the contractor should assume that requirements will be defined and documented for all of the functions listed above in the I-4 Project Scope section. The modules of the ERP system to ultimately be included in the initial implementation will be decided by the Commission, with advice from the contractor.

The requirements should be gathered and documented in such a way as to facilitate the selection of an ERP software solution for the Commission. Requirements will be defined for all applicable business units within the Commission organization who perform financial and administrative functions in the conduct of day-to-day business. A part of this process will be to define (or confirm) for each business unit which functions will be included within the scope of the new integrated, ERP system.

It is envisioned that a joint Commission and contractor team will perform the requirement gathering and definition process. In each interview or focus group conducted, both a Commission team member and a contractor team member will be present. The contractor will be responsible for documenting the information gathered and for insuring consistency of breadth and depth of information collected. The Commission team members will provide the knowledge and insight of Commission business practices and systems to ensure that the right questions get asked and issues get explored.

One key issue that will need to be continually reviewed is the need to identify business requirements that are truly unique and critical, and to distinguish them from historical practices for performing a specific function that, in fact, can be adapted to fit a standard enterprise process.

A major component of the requirement definition activity will be to address business process change and change management. Part of the information gathering effort in this phase will be to document current business processes that are broken and to understand what the disconnects are. The contractor should propose an approach for addressing business process improvement in conjunction with the implementation of an ERP system. The contractor should also propose steps the Commission should take to prepare for business process change. Other factors to be covered are the role that eliminating customizations to the ERP software plays in changing business processes and what business process changes should be postponed until after the ERP system is operational.

The contractor should also address change management in this section of the proposal and identify any task that should be completed in this phase to prepare for the change management effort to be conducted during implementation. The proposed tasks should be consistent with the proposed strategy for business process change.

In the proposal the contractor should include or respond to the following:

1. Define the process or approach recommended to capture the Commission's requirements for the ERP software, including any tools or software that will be employed.
2. Describe approaches to requirement definition used successfully in other engagements your company has conducted.
3. Explain how you will conduct a requirement definition process that will enable the Commission to identify its critical and unique business requirements, especially ones which will be particularly important in the evaluation of how well the ERP packages meet the Commission's needs.
4. Explain how the requirement definition process can be used to build consensus across the Commission's business units in support of an ERP implementation.
5. Describe the level of detail to which the requirements for the ERP software should be defined.
6. Define to what extent the current systems and interfaces should be studied and documented.
7. Provide an analysis of how requirement definition for a packaged solution differs from requirements definition for a custom developed solution.
8. Provide an example of a functional requirements definition document (or an excerpt from one) that you believe is appropriate, and at the right level of detail, for this ERP project.
9. Recommend the best approach for addressing business process change in conjunction with the ERP system implementation.
10. Define the planning for change management that should be performed in this phase.
11. Define to what extent the current business/system processes should be studied and documented.
12. Indicate to what extent you are able to provide to-be business process maps for each of the leading ERP packages, or provide, in some other way, information defining the best practices supported by each package.
13. Define any other recommended tasks or activities that should be performed in this phase, or information that should be gathered, to prepare for an ERP implementation.
14. Identify the deliverables that will be completed by the contractor as part of the requirements definition

C. Technical Requirements

Under the supervision of the project directors, the contractor will review and assess the Commission's technical infrastructure and readiness to implement an ERP package, which will be used by many if not all of the Commission's business units. As a part of this effort, the contractor will review the outputs of a recently completed strategic enterprise technology plan and accompanying enterprise technical architecture and standards planning process, which was recently conducted by the Commission's Information Technology department. The contractor will also provide an analysis of the technical strengths and weaknesses of the leading ERP software packages. Based on the assessments of the Commission's architecture, technology directions, and ERP package requirements, the contractor will recommend a technical architecture for the ERP system and define requirements that must be met to build that architecture.

In the proposal the contractor should include or respond to the following:

1. Define how the technical requirements for an ERP solution, including hardware, telecommunications, and supporting software, will be determined.
2. Describe how you have defined technical requirements in other similar engagements.
3. Define what technical specifications can and should be developed in this phase. What level of specification should be done prior to software selection and what has to wait until software is selected.
4. Define any other recommended tasks or activities that should be performed as part of the technical requirements activity, or information that should be gathered, to prepare for an ERP implementation.
5. Identify the deliverables that will be completed as part of the technical requirement definition.

D. Data Conversion Requirements

The integrator will develop a strategy to perform any data conversions that are necessary based on the business requirements and the requirements of the ERP system. This part of the proposal should address how and what data conversions may occur. Because the Commission's data on the current system could be as much as 15 years old, the integrator should address any complexities to be aware of as well as best practices in regards to retaining such data. The Integrator will also develop a strategy to perform any integration or interfaces to existing Commission applications that may be necessary because of business requirements.

In the proposal the integrator should include or respond to the following:

1. Define the process or approach recommended to perform any data conversions.
2. Describe approaches to data conversion used successfully in other engagements your company has conducted.
3. Describe any techniques or tools you may use to perform the data mapping and conversion.
4. Perform a gap analysis to determine Commission data requirements that are not addressed by the ERP package as delivered, and to identify how these gaps will be handled.
5. Define all legal and business requirements for any of the Commission's existing data.
6. Define any retention requirements, both legal and business, for the new ERP system.
7. Identify any data the Commission may be missing that could be necessary or required for a new ERP system. One area of emphasis should be financial reporting compliance.
8. Describe approach to chart of accounts revisions used successfully in other engagements.
9. Define integration or interface points.
10. Define tools and techniques used to create integration or interface programs.
11. Describe how and why these integrations and interfaces will be minimized.
12. Define any additional ERP modules or "bolt-ons" that could be added to eliminate the need for custom interfaces.
13. Define any other recommended tasks or activities that should be performed in this phase.
14. Identify the deliverables that will be completed by the integrator in this phase.

E. Software Selection Process

Under the supervision of the project directors, the contractor will assist the Commission with acquiring an integrated, off-the-shelf, ERP software package that best meets the Commission's functional and technical business requirements. The contractor will assist the Commission in defining selection criteria, developing a scheme for weighting or otherwise prioritizing the criteria, and proposing a plan for ERP system vendor demonstrations based on requirements or scripts defined by the joint project team. Upon evaluating the potential software vendors and the software demonstrations based on the selection criteria, the Commission will select the ERP solution that is the best fit for the Commission and will be implemented.

As an input to the selection process, the contractor will provide the Commission with an objective analysis of the strengths and weaknesses of the major ERP software packages currently on the market. This analysis should cover features and functions performed by the software, technical requirements, and any implementation considerations or issues.

Under the supervision of the project directors, the contractor will assist the Commission in contract negotiations with the software vendor for the software, technology solution and optionally, software vendor implementation services.

In the proposal the contractor should include or respond to the following:

1. Define a software selection approach or strategy to complete the software selection evaluation as described above.
2. Describe what approaches or activities have proven effective in other engagements where you have conducted ERP software evaluations and selections.
3. Identify the factors critical to determining which ERP software solution is the best fit for the Commission.
4. Describe the assistance you will provide the Commission in analyzing how well each of the ERP software packages meets the Commission's needs.
5. Recommend how ERP software demonstrations should be structured to provide the clearest picture of how well the software packages meet the Commission's needs. Define how the demos will be factored into the software selection process.
6. Recommend whether site visits to other installations of the software from vendors under consideration should be conducted, and, if so, how they will be factored into the software selection process.
7. Identify the deliverables that will be completed as part of the ERP software evaluation activities.
8. Describe the assistance that can be provided to the Commission in negotiating a contract with the ERP software vendor.

F. Project Management

While this phase of the Project will be conducted jointly by the Commission and the contractor, the Commission is looking to the contractor to play a lead role in managing the day-to-day activities of the project. The Commission will maintain overall responsibility for the management of the project through a team of project directors. The project directors represent the two core business units, Finance and Administration and Information Technology, that are responsible for achieving a successful ERP implementation. The contractor should assign a full time project director to be their counterpart.

The contractor should propose a project organization that includes the project directors, the project steering committee, Commission advisory committees representing the business units, and however many separate teams or sub-teams that are recommended.

Project management activities expected of the contractor include (but are not limited to) providing overall project guidance and direction, producing regular project status reports, providing recommendations to the project directors on how to address issues that arise, maintaining an issue log tracking the issues raised and their resolution, ensuring consistency and quality of project deliverables, monitoring actual progress against the project plan, providing project briefings as necessary, and developing and maintaining a detailed project plan.

To initiate this phase of the project the contractor and the Commission will need to confirm and finalize the strategies/approaches to be employed, the organization of the joint project team, and the detailed plan for the phase. The contractor should address project initiation in the proposal and identify the tasks that should be performed.

In the proposal the contractor should include or respond to the following:

1. Define the tasks to be performed as a part of initiating the project and as part of ongoing management of the project.
2. Describe any project management methodologies or best practices that you would use similar to those defined in the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK).
3. Describe project management techniques that have proven to be effective in projects your company has managed that are similar to this one.
4. Provide a recommended organization chart for the project.
5. Provide a detailed project plan identifying the tasks and timeframes for completing the Requirements Definition & Software Selection phase of the ERP project

G. Project Implementation Planning

We are requesting that in response to this RFP, contractors propose a general implementation methodology or approach that they would follow in implementing an ERP system for the Commission. They should within this methodology produce a project plan and timeline for the base system implementation phase identifying all of the tasks required to put into production a new, integrated core administrative and financial ERP system. Some of the key issues to be addressed are the implementation approach, how-to phase the implementation, the target implementation dates for each phase, and the scope of each phase.

Additionally, the contractor should put together a budget estimate for the base system implementation phase, including software, hardware, and implementation services. The levels of service to be provided by the contractor for the base system implementation tasks defined will be part of the contract negotiations for the Base System Implementation Phase.

The contractor should provide a recommendation on how the Commission should approach staffing requirements associated with maintaining legacy system operations and other daily responsibilities for those Commission staff members who are assigned to the project full time.

The contractor should also provide recommendations on the size and skills of the support team that the Commission will require to support the ERP system after it goes into production.

Specific tasks to be performed in this phase include, but are not limited to, the following:

- Providing day-to-day project management for the base system implementation phase.
- Performing a gap analysis to determine Commission business process requirements that are not addressed by the ERP package as delivered, and to identify how these gaps will be handled.
- Mapping out and assisting in implementation of new business processes to complement the ERP system.
- Installing and configuring the ERP software.
- Providing assistance, as necessary, in the installation of the hardware and networking infrastructure for the ERP system.
- Providing assistance as necessary for converting data from legacy systems into the ERP system.
- Developing a training plan and executing it.
- Providing assistance as necessary in the development of user procedures.
- Developing a system test plan and conducting the system testing.
- Planning and coordination of user acceptance testing.
- Providing assistance as necessary in the development, programming, testing and documenting of any necessary interfaces or additional reports.
- Develop a plan to assure legacy system functionality until new system is operational.
- Providing production system support for an agreed upon timeframe after the system goes live to ensure the system is stable.

In the proposal the contractor should include or respond to the following:

1. Define the methodology to be used to implement the ERP system.
2. Identify keys to success for an ERP system implementation of this size and scope.
3. Provide information about how long other large-scale ERP implementations your company has conducted have taken to complete and how applicable they are to the Commission's project.
4. Provide a sample implementation plan from an ERP implementation of a similar scope, preferably from a toll industry, enterprise fund, transportation or public sector client.
5. Provide a project plan and timeline identifying the tasks and timeframes for completing the Base System Implementation Phase of this ERP project
6. Provide a budget estimate for the Base System Implementation Phase of this ERP project.

PART IV

PROPOSAL REQUIREMENTS AND PROCESS

IV-1 Proposal Format. For consistency and to facilitate evaluation of all responses, 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 IV-1, Items 1 thru 10; (ii) Cost Submittal, in response to Section IV-1, Item 11.

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.

1. Transmittal Letter

The letter should contain a brief statement of the contractor's understanding of the work to be done. The letter should also identify any requirements that the contractor has not addressed in the proposal and the justification.

The letter should indicate the name, title, address, e-mail address, fax number, and telephone number of the contractor's primary contact for the project and be signed by an individual authorized to commit the company to a project of this scope.

2. Table of Contents

Provide a table of contents listing each section of the proposal, including the attachments specified in this RFP and any additional materials submitted.

3. Executive Summary

The executive summary should provide a concise summarization of the services being offered to meet the Commission's needs, the contractor's approach to providing the services, and why it is the approach the Commission should decide to follow. Similarly, the contractor should summarize their qualifications to assist the Commission in the selection and implementation of ERP software, and why the contractor is best qualified to perform this engagement.

4. Approach to Performing the Requirements Definition & Software Selection Phase

The contractor should present how they would perform the work defined in section III, A through F, of the RFP. For each section, provide an overview of how the services would be performed and the advantages of the recommended approach. Then, the contractor should respond to the specific points listed in each section.

5. Project Work Plan for the Requirements Definition & Software Selection Phase

The contractor should provide a detailed project plan for the Requirements Definition & Software Selection Phase of the project that specifies the tasks that will be performed to complete the scope of work as defined in Section III, A through F, of the RFP. The plan should identify phase start and end dates, and timeframes for each task. Identify any assumptions made in determining project or task timeframes.

6. Approach to Performing the Base System Implementation Phase

The contractor should present how they would perform the base system implementation phase as defined in Section III, G. Define how the services would be performed, what deliverables would be produced, and the advantages of the recommended approach. Then, the contractor should respond to each of the specific points listed.

7. Proposed Project Team

7.1 Identify the project team, including any sub-contractor resources, you will assign to the Requirements Definition & Software Selection Phase of this project, if awarded the contract. Define specific roles and responsibilities for each person assigned to the project, and indicate the applicable labor category for each. Specify the level of involvement planned for advisors and other personnel who will not be assigned to the project full time.

7.2 Provide resumes for the proposed project director, project managers and senior analysts, and all other contractor and sub-contractor resources to be assigned full time to the Requirements Definition & Software Selection Phase of the project, as well as for others who will play substantive advisory or consulting roles in this phase. The resumes should clearly identify the qualifications, capabilities, and experience relevant to this project.

7.3 Address your capabilities to fully staff the Base System Implementation Phase of the project. Provide resumes of likely participants, including project managers and staff with implementation experience with the major ERP packages.

7.4 The Commission is committed to the inclusion of disadvantaged, minority and women firms in contracting opportunities. The recommended minimum participation level for SERB/DB/MB/WBE firms in this contract is 10%. Describe what efforts you will make to utilize currently certified SERB/DB/MB/WBE business enterprises as subcontractors on both the Requirements Definition & Software Selection Phase and the System Implementation Phase of this project. Indicate the types of services they could provide and the extent to which those services might be provided by the subcontractors.

8. Qualifications

8.1 Provide a description of your company including the scope of the business, organizational structure, office locations, personnel, company history, and financial information to establish your company's financial viability.

8.2 List no more than ten engagements where your company has assisted a toll agency, Enterprise Fund, transportation agency or public sector client in defining requirements, selecting ERP software for an enterprise-wide implementation and been the primary implementation services provider for an enterprise-wide implementation of an ERP software package.

For each engagement, describe the project, start and end dates, the functions/modules implemented, your role, and the subsequent outcome. Address how the experience gained from this engagement can be applied to the Requirements Definition & Software Selection phase of the Commission's ERP project and how it qualifies you to be the systems integrator/project manager for the Commission's ERP implementation.

Present them in the following order:

Projects for a Toll Agency client
Projects for an Enterprise Fund client
Projects for a Transportation Agency client
Projects for a Public Sector client – Multiple State Agencies
Projects for a Public Sector client – Single State Agency
Projects for a large County or major city
Major projects for other public sector clients

8.3 Provide the names of three references from projects listed in Section 8.2. Provide the person's title, address, phone number, e-mail address, and role performed on the project.

8.4 Provide a list of clients, both public and private sector, for whom you have been the primary implementation services provider on an ERP project, grouped by the software package implemented. For each, identify the functions/modules implemented and the date of implementation. Include projects that are underway but not yet complete. Provide contact information if available and appropriate.

8.5 Disclose any legal or organizational relationships your company has with vendors of ERP software. Describe the nature of the relationship. Also, identify any business partner or alliance relationships you have with vendors of ERP software. Describe the nature of the partnership or alliance.

8.6 Disclose any agreements or relationships with software or hardware vendors that may present a conflict of interest to your company and potentially affect your ability to objectively advise the Commission on hardware or software selection.

8.7 Provide any information on any industry accepted best practices that your company has adopted or attained certifications in such as ISO 9001 or the Software Engineering Institute's (SEI) Capability Maturity Model (CMM).

9. 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.

10. Attachments

Contractor should provide all attachments in response to those that were specifically requested in this RFP, as well as, any that the contractor wants to provide for the Commission's additional consideration or clarification of information.

11. Cost Proposal

The cost proposal is only to be for the work to be performed in the Requirements Definition & Software Selection Phase of this project, as specified below, and should be bid on a **cost-plus** basis. The contractor must provide a total dollar cost bid including hourly rates for the staff being proposed to perform the services identified in this RFP. The hourly rates identified should be “all-inclusive” hourly rates that include all indirect costs. Any other costs or expenses such as travel, lodging and meals that may be incurred by the project team for the duration of the project must be identified as well.

The prices quoted should be good for 90 days after the proposal has been submitted and for one year after the contract is signed.

Use the cost proposal format and instructions, shown on the next pages, and provide a separate breakout for costs for the following work activities:

11.1 Project Initiation (referenced in Section F of the Scope of Work)

11.2 Business/System Requirements (Section B in the Scope of Work)

11.3 Technical Requirements (Section C in the Scope of Work)

11.4 Data Conversion Requirements (Section D in the Scope of Work)

11.5 Software Selection Process (Section E in the Scope of Work)

11.6 Project Implementation Planning (Section G in the Scope of Work)

11.7 Total Project Cost Bid (Final Summary of Cost Proposal)

Include the hours/rates/cost of project management in each of the six activities or sub-phases defined above. Use separate pages for each of the six sub-phases and show the total project cost bid on the last page. In completing the cost proposal, add appropriate labor categories as applicable and as described in the cost proposal form instructions.

Any costs not provided in the cost-plus proposal will be assumed as no charge to the Commission.

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

Pennsylvania Turnpike Commission
ERP Requirements Definition & Software Selection Phase
RFP#: 05-101-3119
Cost Proposal Form

Contractor Company Name: _____ **Date:** _____

Work Activity: (1) Project Initiation, (2) Business/System Requirements, (3) Data Conversion Requirements, (4) Technical Requirements, (5) Software Selection Process, (6) Project Implementation Planning or (7) Total Project Cost Bid

LABOR COSTS

	<u>Hours</u>	<u>Actual Hourly Rate</u>	<u>Average Hourly Rate</u>	<u>Hourly Salary Range</u>	<u>Total</u>
Classification: Project Director(s)					
Name: _____	_____	@ \$ _____			\$ _____
Classification: Project Manager(s)					
Name _____	_____	@ \$ _____			\$ _____
Classification: Professional/Supervisor Positions					
Name _____	_____	@ \$ _____			\$ _____
Classification: ← All other position classifications					
_____	_____	@ \$ _____		\$ _____	\$ _____
Classification:					
_____	_____	@ \$ _____		\$ _____	\$ _____
Etc.:					
_____	_____	@ \$ _____		\$ _____	\$ _____

Work Activity Total Hours: _____

Work Activity Total Labor Costs: \$ _____

Pennsylvania Turnpike Commission
ERP Requirements Definition & Software Selection Phase
RFP#: 05-101-3119
Cost Proposal Form

	<u>Rate</u>	
FEE (Profit)	_____ %	\$ _____
OTHER COSTS		
Travel/Lodging/M Meal Costs (Itemize)	\$ _____	
Equipment and Supplies (Itemize)	\$ _____	
Other Direct Costs (Itemize)	\$ _____	
	Total Other Costs:	\$ _____
SUBCONTRACTOR COSTS		\$ _____
<i>(Summary total of all subcontractor costs for this work activity from accompanying subcontractor forms)</i>		
TOTAL WORK ACTIVITY COSTS:		\$ _____

Page 2

TOTAL PROJECT COSTS: ← <i>Last line of Total Project Cost Bid Sheet</i>	\$ _____
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Pennsylvania Turnpike Commission
ERP Requirements Definition & Software Selection Phase
RFP#: 05-101-3119
Cost Proposal

INSTRUCTIONS FOR PREPARING COST PROPOSAL FORM

The contractor shall provide a separate cost proposal sheet for each of the six work activities identified plus a Total Project Cost Bid sheet that totals all the work activity sheets.

If any sub-contractors are anticipated, a separate cost proposal sheet for each sub-contractor's portion of each of the six work activities is required. Each sub-contractor's cost proposal shall follow the same format as stipulated for the prime contractor. Total sub-contractor(s) costs for each work activity should also be reflected as a single line item on the prime contractors cost proposal sheets for each of the six work activities and for the Total Project Cost Bid sheet.

COST-PLUS PROPOSAL FORM INSTRUCTIONS

The preferred method is for the Contractor to specify the employees who will work on the project. This will assist the Commission's Project Directors with knowing up front who will participate in the contract.

For team members at the classification level of Professional/Supervisor, the specific employee's name and classification must be provided.

Where a specific employee is named, provide the actual all-inclusive hourly wage rate and the number of estimated hours to be worked by that employee.

Where only the classification is listed, provide the average all-inclusive hourly wage rate for that classification as well as the all-inclusive hourly salary range for the classification.

Provide a subtotal of the estimated number of hours and corresponding all-inclusive labor costs.

Provide the percentage and dollar amount proposed for the fee (profit). The Contractor should be aware that the fee (profit) percentage is subject to negotiation.

Provide an itemized listing of anticipated Other Costs for each work activity. Show the estimated quantities and unit prices for each item. Provide a combined dollar amount for the proposed Other Costs.

Provide/reflect the total sub-contractor(s) costs for each work activity as a single line item on the prime contractors cost proposal sheets for each of the six work activities and for the Total Project Cost Bid sheet.

Provide the total dollar amount for each work activity. On the Total Project Cost Bid sheet show the totals of each work activity as well as the grand total for the entire contract.

IV-2. Submittal Procedure. To be considered, proposals should arrive at the address listed below, **on or before 2:00 PM, EST, Wednesday, March 2, 2005.** Contractors should submit proposals in sealed envelopes or cartons clearly identifying the RFP number (05-101-3119) in accordance with the requirements outlined in this document. Twelve (12) hard copies of the proposal, including one (1) original master copy, signed in ink, are to be submitted. One electronic copy in Adobe Acrobat 5.0 format or Microsoft Word 2000 on a CDROM must also be submitted. The hard copies and disk should be submitted to:

Contract Administration Department

Attn: George Hatalowich

Manager, Contract Administration

PA Turnpike Commission (Mailing Address)	or	PA Turnpike Commission (Land Address)
P.O. Box 67676		700 South Eisenhower Blvd.
Harrisburg, PA 17106-7676		Middletown, PA 17057

Contractors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Proposals received after the response date and time may be rejected and will be considered only if the Commission determines it is in its best interests to do so. If, due to 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 shall be automatically extended until the next Commission business day on which the office is open, unless the contractors are notified otherwise by the Commission. The time for submission of proposals shall remain the same.

Contractors may submit their proposal any time prior to the above stated deadline.

IV-3. Activities Conducted after Release of the RFP.

1. Mandatory Contractor Conference

A mandatory pre-proposal contractor's conference will be held on **February 9, 2005, at 1:00 PM** in the Large Board Room of the PA Turnpike Commission Administration Building, 700 South Eisenhower Blvd., Middletown, PA. 17057.

Attendance is mandatory for contractors planning to submit a proposal.

Contractors are encouraged to submit their questions in advance via e-mail to PTCERPPProject@paturnpike.com, or in writing to:

PA Turnpike Commission - PTC ERP Project
Attn: Timothy S. Delp, I.T. Department
Central Administration Building, 2nd Floor
700 South Eisenhower Blvd.
Middletown, PA 17057

All contractors will be provided with the answers to all questions, whether submitted in advance or raised at the conference, in the form of an Addendum to the RFP, posted on the Commission's Internet web-site at www.paturnpike.com. **No questions will be answered prior to the contractor's conference.**

2. Contractor Questions

The Commission will attempt to reply to any written contractor questions, which it receives no later than seven (7) business days before the due date for proposals to be submitted. Questions raised after the contractor's conference can be submitted as defined in number 1, above. The Commission does not guarantee a response to questions received less than seven business days before the due date. Responses will be provided, as an additional Addendum to the RFP, on the Commission's Internet web-site at www.paturnpike.com and e-mailed to all contractors who were represented at the contractor conference.

3. Contractor Library

The Commission will set up a pre-bid library of documents relevant to the ERP project that will be open to potential contractors. The documents made available will provide background information that might be helpful in preparing responses to this RFP. Included will be documents developed in the course of initiating this project, past studies about core system strategies and business requirements, information collected during the Commission's strategic enterprise technology planning effort, and documents pertaining to the Commission's current technology infrastructure and technology directions. **The Commission does not represent that the information in the library is necessarily accurate, complete, or current at the time of viewing.**

The library will be open to contractors from January 24, 2005 through February 25, 2005 between the hours of 9:00am-12:00pm, EST and 1:00pm-4:00pm EST with the exception of Monday, February 21, 2005 when the library will be closed due to the observance of President's Day.

The library is located at:

Pennsylvania Turnpike Commission Information Center
Central Administration Building
700 South Eisenhower Blvd
Middletown, PA. 17057

Contractors must make appointments to use the room, located on the ground floor of the Administration building, by calling:

Diane L. Goldberg
Administrator of the Information Center
(717) 939-9551 ext. 4448

The following rules for contractor use of the pre-bid library are as follows:

- Contractors will be required to sign a nondisclosure agreement, prior to use of the pre-bid library, to ensure that the information contained within is not used by the selected contractor or given to another contractor for the purpose of competitive advantage in current and future business activities with the Turnpike Commission. See Appendix B.
- Use of the library must be scheduled at least 1 business day in advance of use.
- Time will be allocated in 3-hour blocks (either 9:00am-12:00pm EST or 1:00pm-4:00pm EST).
- Contractors will be limited to one (1) 3-hour block overall (the Commission may allow additional reasonable access to the library relative to the overall number of contractor requests it receives).
- Only one proposal team will be allowed to use the library at one time.
- Contractors will be required to sign-in and sign-out during their use of the library.
- Documents may not be removed from the pre-bid library.
- Documents may not be copied, scanned, photographed or faxed.
- All questions in regard to the information contained within the Library should be directed in writing or via email to the Issuing Office as described in section II-1 of this RFP. The Administrator of the Information Center will not provide answers to any contractor questions in regard to the RFP or the information contained within the library.

A summary list of most, but not necessarily all, pre-bid library contents are as follows:

- PTC Management-Level Organization Chart
- PTC Annual Report(s)
- PTC Consulting Engineer's Annual Report
- PTC Strategic Business Plan
- PTC Comprehensive Annual Financial Report (CAFR)
- PTC 10-Year Financial & Operating Budget Plan – Fiscal Years 2005-2014
- American Software Inc. Financial & Materials Management System Manuals
- American Software Inc. Financial & Materials Management System Documentation
- PTC Financial & Materials Management System Documentation and Business Process Flows
- PTC Current Chart-of-Accounts
- PTC Purchasing & Materials Management Policies & Procedures Manuals
- PTC ERP Financials Requirements Definition Report (Jul 2003)
- PTC Financial & Materials Management Operational Statistics
- PTC Strategic Enterprise Technology Planning, Architecture and Standards Documents (Nov. 2004)
- PTC 10-Year Capital Program Information
- PTC Capital Planning Process Review Report (Feb 2004)
- PTC Records Retention Schedule
- PDS, Inc. HR/Benefits/Personnel/Payroll System Manuals and Documentation
- PTC Maintenance Fleet Management System Business Requirements Documentation
- PTC Maintenance Service Order Management Systems Documentation
- PTC Managed Contracts System Documentation
- PTC Construction Documentation System Detail Design Documents

4. Initial Review of RFP Responses

The Commission will open only those proposals received by the due date and time specified within this RFP, unless the Commission determines it would be in its best interest to review a late proposal. Immediately upon opening, the Commission will review each proposal for contractor compliance with the instructions and conditions applicable to this RFP. The Commission, at its option, may seek contractor retraction and clarification of any discrepancy/contradiction found during its review of proposals. The Commission will evaluate only proposals complying with the administrative requirements of this RFP.

5. Evaluate Proposals

The Commission will evaluate the proposals (including information which is appended, attached, and/or enclosed) against all RFP requirements, using a methodology and criteria developed specifically for this contractor selection. See Section V below.

6. Oral Presentations

Oral presentations by selected contractors may be required at a place and time designated by the project directors.

7. Notification of Awards

The Commission will notify contractors who submit proposals about any award issued by the Commission as a result of this RFP. Contractors not selected may request a debriefing from the Commission. Such a request should be made within two weeks of the notification of award.

8. Planned Schedule of RFP Activities

It is the Commission's intention to comply with the following procurement schedule:

January 19, 2005: Post the RFP on the Commission's website.

February 9, 2005: Contractor's Conference

March 2, 2005: Proposals Due (By 2:00 PM EST)

March 3 - April 6, 2005: Evaluation of Proposals & Contractor Oral Presentations

April 19, 2005: Selection of Contractor/Proposal Announced
Start of Contract Negotiations

NOTE: The above dates represent a tentative schedule of events. The Commission reserves the right to modify these dates at any time, with appropriate notice to prospective contractors.

PART V

CRITERIA FOR SELECTION

V-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.

V-2. Proposal Evaluation and Contractor Selection Approach. The Commission intends to select the best contractor for this project. 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 is deemed by the evaluation committee to be the most advantageous to the Commission, in accordance with criteria set forth in the request for proposals, including price and evaluation factors.

V-3. The following evaluation factors will be used by the evaluation team to evaluate the proposals and to determine the best contractor:

a. Understanding the Problem. This refers to the contractor's understanding of the Commission needs that generated the RFP, of the Commission's approach, objectives, scope and strategies in asking for the services (identified in Part I of the RFP) and of the nature and scope of the work involved (identified in Part III of the RFP).

b. Contractor Qualifications. This refers to the ability of the contractor to meet the terms of the RFP, especially the time constraint (Part I, Section 7) and the quality, relevancy, and recency of studies and projects completed by the contractor (Part IV, Sections 1.8.2 thru 1.8.6). This also includes the contractor's financial ability to undertake a project of this size (Part IV, Section 1.8.1).

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the project by the contractor (Part IV, Section 1.7.1 thru 1.7.4). Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on studies/services similar to that described in this RFP. Particular emphasis will be placed on proposed project team experience in conducting an ERP requirement definition and software selection for a Toll Agency/Enterprise Fund/Public Sector transportation industry client similar to the Commission. Also, particular emphasis is placed on the qualifications of the project director and 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 scope of work. 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 goals and objectives (Part IV, Sections 1.4 thru 1.6).

e. Cost Proposal for the Requirements Definition & Software Selection Phase. While this area may be weighted heavily, it will not normally be the deciding factor in the selection process (Part IV, Section 1.11).

The order in which the above factors are presented is no indication of the relative weight the factors have been assigned in the evaluation methodology.

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 at Middletown, Pennsylvania (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676; physical address: 700 Eisenhower Blvd, 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, 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, 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 retain the services of **CONTRACTOR** upon the following terms; and

NOW, 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

[There should be a document that specifies what we expect from the Contractor (such as deliverables; schedules and deadlines; representations or warranties; conditions or covenants; location of the work; use of specific persons; standards of performance; insurance requirements). This document must be made part of the Agreement (either as an exhibit, which is attached, or by referring to it in the Agreement without attaching it)].

The **CONTRACTOR** will perform the work described in [identify the document/RFP#] dated [date], titled [title] and the **CONTRACTOR’S** proposal dated [date]. This document is [SELECT ONE: attached as Exhibit _ and made a part of this Agreement **OR** made part of this Agreement by reference].

Commission’s Responsibilities

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

Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid _____ and ____/100 DOLLARS (\$_____). **[Specify whether the compensation method is hourly, cost reimbursement, lump sum, etc.]**

Duration of Agreement [and Renewal]

The term of this Agreement is **[term]**. The term may be extended for **[number]** additional years 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.

Audit/Retention of Records

CONTRACTOR and its subcontractors shall maintain books and records related to performance of this contract or subcontract and necessary to support amounts charged to the **COMMISSION** in accordance with applicable law, terms and conditions of this contract, and generally accepted accounting practice. **CONTRACTOR** shall maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract, audit or litigation, whichever is later. All books and records shall be available for review or audit by the **COMMISSION**, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. **CONTRACTOR** agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to **CONTRACTOR**, or subcontractor, the **COMMISSION** shall adjust future or final payments otherwise due. If no payments are due and owing to **CONTRACTOR**, or if the overpayment exceeds the amount otherwise due, **CONTRACTOR** shall immediately refund all amounts which may be due to the **COMMISSION**. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the **COMMISSION** for the recovery of any funds paid by the **COMMISSION** under the contract for which adequate books and records are not available to support the purported disbursement.

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.

Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, 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, service marks, 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, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**.

The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR's** previously developed software for services provided under this Agreement.

The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other 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)".

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 tortious 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 Provisions

The Contractor Integrity and Contractor Responsibility Provisions are attached as an exhibit 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. _____

APPENDIX B

NONDISCLOSURE AGREEMENT

_____ (“VENDOR”) acknowledges that the _____ of the Pennsylvania Turnpike Commission are confidential. Therefore, VENDOR agrees not to disclose, copy, sell, or give away such information to anyone except those persons designated by the Commission and VENDOR as having a need to know all or part of the information, and then only to the extent of that person’s need to know. VENDOR agrees to treat the information in the same way VENDOR treats its own most confidential information and to inform each such person of these provisions. VENDOR shall make reasonable efforts to ensure that each such person shall abide by these provisions.

VENDOR agrees to immediately notify the Commission of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information. VENDOR further agrees not to refrain from any action, where such inaction may result in unauthorized disclosure of information to any person or entity.

The Pennsylvania Turnpike Commission has also entered into agreements regarding the use of and nondisclosure of proprietary and confidential information. VENDOR agrees that it will not in any way disclose or use for itself proprietary or confidential information that VENDOR knows or has reason to know is subject to any agreement to which the Pennsylvania Turnpike Commission is a signatory. VENDOR agrees to indemnify the Pennsylvania Turnpike Commission for all damages, costs, and legal fees resulting from any legal actions brought against the Pennsylvania Turnpike Commission for breach of agreements regarding the use of nondisclosure of proprietary and confidential information where it is determined that VENDOR is responsible for any use of such information not permitted by such agreements.

By: _____
NAME

TITLE

ADDRESS: _____

EXHIBIT A

Contractor Integrity Provisions

1. Definitions.

- a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the **COMMISSION**.
- b. Consent means written permission signed by a duly authorized officer or employee of the **COMMISSION**, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the **COMMISSION** shall be deemed to have consented by virtue of execution of this agreement.
- c. **CONTRACTOR** means the individual or entity that has entered into this agreement with the **COMMISSION**, including directors, officers, partners, managers, key employees, and owners of more than a 5 percent interest.
- d. Financial Interest means:
 - (1) ownership of more than a 5 percent interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

2. The **CONTRACTOR** shall maintain the highest standards of integrity in the performance of this agreement and may take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the **COMMISSION**.

3. The **CONTRACTOR** may not disclose to others any confidential information gained by virtue of this agreement.

4. The **CONTRACTOR** may not, in connection with this or any other agreement with the **COMMISSION**, directly or indirectly offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the **COMMISSION**.

5. The **CONTRACTOR** may not, in connection with this or any other agreement with the **COMMISSION**, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the **COMMISSION**.

6. Except with the consent of the **COMMISSION**, neither the **CONTRACTOR** nor anyone in privity with him may accept or agree to accept from any person, or give or agree to give to any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the **COMMISSION**, the **CONTRACTOR** may not have a financial interest in any other engineer, subconsultant, or supplier providing services, labor, or material on this project.

8. The **CONTRACTOR**, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the **COMMISSION** in writing.

9. The **CONTRACTOR**, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.

10. The **CONTRACTOR**, upon the inquiry or request of the **COMMISSION's** Internal Audit Group, shall provide, or if appropriate, reasonably and promptly make available to that office and its representatives, for inspection and copying, any information of any type or form deemed relevant by the Internal Audit Group to the contractor's integrity, as that term is defined by Pennsylvania law or Governor's management directives. This information may include, but is not limited to, the **CONTRACTOR's** business or financial records, or documents or files of any type or form regarding this agreement. The **CONTRACTOR** shall retain this information for three years beyond contract termination unless otherwise provided by law.

11. For violating any of these provisions, the **COMMISSION** may terminate this and any other agreement with the **CONTRACTOR**, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another engineer to complete performance of this agreement, or debar and suspend the engineer from doing business with the **COMMISSION**. These rights and remedies are cumulative, and the use or nonuse of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the **COMMISSION** may have under law, statute, regulations, or otherwise.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or sub-grant with the Commonwealth, or with a person under contract, subcontract, grant, or sub-grant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
5. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.
6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

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



PA Turnpike Commission ERP Project

Addendum No. 1 – RFP 05-101-3119

PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

Modify the following information in Part I, Section I-4 (page 8):

Debt Outstanding:

Bonds – \$2.471 billion

Mainline: \$1.384 billion

Expansion: \$1.087 billion

Debt Service - **\$157.6 million**

Mainline: \$90.1 million

Expansion: \$67.5 million

Delete the following information in Part II-27 (page 19):

II-27 Insurance. The successful contractor and any subcontractors shall, at its (their) own expense, carry the following insurance; the insurance will be obtained from an insurance company licensed by the Commonwealth of Pennsylvania and rated B+ or better by Best Rating Group. It will remain in effect throughout the duration of the contract period. Any and all of the certificates of insurance requirements must be furnished to the Commission upon request.

~~9.1 Bid Bond in an amount equal to five percent of the proposal cost.~~

~~9.2 Payment and Performance Bond in an amount to carry out the contract as specified in all the proposal specifications.~~

9.3 Comprehensive General Liability Insurance - in an amount of \$1,000,000 with an aggregate of \$10,000,000. The successful contractor will also carry a Broad Form CGL Endorsement and a Non-owned and Hired Auto Endorsement.

9.4 Directors and Officers Insurance- in the amount of \$1,000,000.

9.5 Professional Liability Insurance- in the amount of \$2,000,000 for Phase I. Limits for Phase II will be set during contract negotiations for Phase II.

9.6 Worker's Compensation and Employer Liability –

Bodily injury by accident - \$100,000 (each accident)

Bodily injury by disease - \$500,000 (policy limit)

Bodily injury by disease - \$100,000 (each employee)

9.7 Auto Liability- in the amount of \$1,000,000 combined single limit.

Following are the answers to questions submitted at the Contractor Pre-Proposal Conference, February 9, 2005 and up to February 11, 2005. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Question No. 1: Could you please clarify line item, Part II-27, 9.2 "Payment and Performance Bond - in an amount to carry out the contract as specified in all the proposal specifications." Is it the Commissions intention for this amount to be the total proposal amount or a "rolling yearly amount" or an amount based on the percentage of project completion or some other calculation?

Answer No. 1: The Commission has decided to remove line item "9.2 Payment and Performance Bond" found in Part II-27 of the RFP, as an insurance requirement for this RFP.

Question No. 2: Page 4 of the RFP states that, "The Commission will not entertain proposals in response to this RFP from vendors of ERP software packages." Will proposals be accepted from vendors who act as resellers for one or more ERP software solutions?

Answer No. 2: Having partnership agreements with ERP software vendors to re-sell and/or implement their software does not disqualify you from proposing, however, we want to know about those relationships as described in Part IV-1, Sections 8.5 and 8.6 of the RFP.

Question No. 3: What internal Commission resources are you expecting to dedicate to the selection project? What areas? What are your expectations of these individuals?

Answer No. 3: Project team resources, for the Commission, for the requirements definition & software selection phase will be decided by the steering committee and the project directors, with input from the integrator selected as defined in Part I-5. As stated in Part I-5 of the RFP, "It is hoped that some of the most knowledgeable and capable users in the finance, accounting, materials management, maintenance, fare collection, operations review and information technology arenas will be made available virtually full-time to participate..."

Question No. 4: How extensive are projects tracked and managed? Is there currently a project management system and is this integrated with financial and operational (maintenance mgmt., etc.) systems?

Answer No. 4: Projects are tracked and managed at a high level. There is not a project management system currently in place.

Question No. 5: Does the Engineering Contracts Electronic Bidding System interface with project tracking and/or other procurement systems? Is this system used to track project completion and payment as well?

Answer No. 5: No. The system is currently still in development and is not in use as of yet.

Question No. 6: Please clarify whether it is the intent of the Commission to contract for Phase I activities only, or Phase I activities plus project oversight of the COTS implementation, or lastly Phase I activities plus COTS integration and implementation?

Answer No. 6: It is our intent to contract for the first phase of the project and then, pending successful completion of phase one, negotiate additional phases as addendums to the contract. Please refer to Part I-2, paragraphs 4 & 5 and Parts II-23 and II-24 of the RFP.

Question No. 7: Is any Data Warehouse function required?

Answer No. 7: No, not in Phase I.

Question No. 8: It is not clear how the PTC will partner with the integrator to accomplish the project. I understand that there will be advisory committees, but is it envisioned that PTC staff will work full time on the project implementation? Will PTC staff from Finance & Administration, Maintenance & Fare Collection, and IT departments be made available to work full time on the project?

Answer No. 8: Yes. We expect to assign PTC resources to the project full time, as identified in Part I-5, Project Governance and Roles, but we are expecting the Integrator to provide a recommended strategy for staffing the project in their proposal. Please refer to Part III-1, Section A, Item 5; Part III-1, Section F, paragraph 2; Part III-1, Section G, paragraph 3.

Question No. 9: Have funds been appropriated to cover the anticipated Phase I project costs?

Answer No. 9: Yes.

Question No. 10: Section III-1.B Business/system Requirements specifies that the contractor should include requirements for all of the functions listed in section I-4 Project Scope. Please confirm that this includes the scope items listed at the bottom of that section that are considered outside of the base ERP implementation scope:

- HR & Benefits
- Payroll
- Risk Mgmt
- Asset Mgmt
- Customer Relationship Mgmt
- Service/Work Order Mgmt
- Contract Mgmt & Documentation
- Engineering Contracts Electronic Bidding System
- Roadway Pavement Mgmt

Any required deliverables?

Answer No. 10: Yes it does. Requirements documentation for each module/system identified in Part I-4 as described in Part III-1, Section B, paragraphs 1 & 2.

Question No. 11: Data Conversion requirements seem to address requirements of the results of the requirements phase, not proposal response requirements. Specific questions assume that an ERP package has been selected. Please clarify.

Answer No. 11: A specific ERP package has not already been selected. The Commission believes that the conversion of data from our existing legacy systems into a typical ERP system is a critical requirement. The intent of this section is to have the contractor express to us how they will approach the requirement of data conversion.

Question No. 12: Will the Commonwealth's recent ERP SAP implementation influence the Turnpike's ERP package selection?

Answer No. 12: No.

Question No. 13: Has the PTC ruled out any ERP solutions at this time?

Answer No. 13: No.

Question No. 14: Should the budget estimate for the base system implementation be included in the technical proposal (section 6) or in a separate document?

Answer No. 14: Yes, in the technical proposal.

Question No. 15: Regarding II-6, Resources: Is it your intention that no Phase I work is to be conducted off-site (i.e. at a local contractor site)? If yes, are you expecting a full time commitment from each resource assigned to the project? For example, if Phase I is proposed at 6 months, are you expecting 15-20 people to be on-site, 40 hours (full time) a week, for the entire 6 months?

Answer No. 15: Yes. No, but we expect you to allocate resources as necessary to fully facilitate successful execution/completion of the project according to mutually and contractually agreed upon timeframe and budget. When contractor resources are working on site, we expect them to only be working on the Commission's ERP project.

Question No. 16: Section I-5 states that "...quality assurance will be the responsibility of a team of project directors...". Please define "quality assurance".

Answer No. 16: We are defining quality assurance, in regards to the role of the Commission's Project Directors, as an oversight of the contractors overall performance and Commission resource participation to ensure that the project operates within the defined project approach, objectives, scope and budget and that team resources are used efficiently and effectively.

Question No. 17: Part III, Section G describes Base System Implementation Phase. What is the PTC's vision of how this process should work if the Project Manager/Integrator does not have direct ERP implementation experience, or a "bench" of internal ERP implementation resources? Would the PTC entertain subcontractors to the proposal response or would the subcontracting come after the Project Manager/Integrator is selected?

Answer No. 17: The Commission's vision is to deal with a single prime contractor throughout the project, who is a qualified and experienced ERP integrator, as identified in Part I-2 Project Approach and Part I-6 Project Strategies, paragraphs 4 & 5. Proposal requirements for what the Commission is looking for in proposals from contractors, in regards to contractor ERP implementation experience and implementation resources is identified in Part IV-1, Sections 7.3 and Sections 8.2 and 8.4 of the RFP. Requirements for the use of subcontracting, by a prime contractor, are identified in Part II-3 Subcontracting.

Question No. 18: In March 2004, Ciber was awarded a contract to provide the Turnpike Commission a Strategic Enterprise Technology Plan. Will the Turnpike Commission make a copy of that study and associated documentation available to all potential bidders?

Answer No. 18: Yes, a copy is available for all potential contractors to review via our Contractor Library. Please refer to Part IV-3, Section 3 – Contractor Library of the RFP for information on the library, a summary list of its contents and the procedures and rules for contractor use of it.

Question No. 19: In October 2002 the Turnpike Commission engaged Accenture to provide Financial System Selection Consulting. Will the Turnpike Commission make a copy of that study and associated documentation available to all potential bidders?

Answer No. 19: See answer to Question 18 above.

Question No. 20: RFP Reference Page 26, "Define all legal and business requirements for any of the Commission's existing data." Please clarify this statement.

Answer No. 20: The intent is for the integrator to explain how they will approach the process of defining or identifying all legal and business requirements that will have an impact on what and how much of the Commission's existing data will need to be converted over to the new ERP system.

Question No. 21: RFP Reference Page 30, Section III G 6: "Provide a budget estimate for the base system implementation of this ERP project." Will a specific template be provided, or is the breakdown of the estimate at the bidder's discretion?

Answer No. 21: No, the breakdown of the estimate is at the contractor's discretion.

Question No. 22: Ciber recently completed a Strategic Technology Plan for the Turnpike Commission. Will Ciber, or any of their sub-contractors that participated in that engagement, be precluded from participating either as a prime or subcontractor on this project?

Answer No. 22: No.

Question No. 23: Section II-4, SERB/DB/MB/WBE Participations - are firms who are certified as federal 8(a) firms counted towards this disadvantaged participation?

Answer No. 23: Yes.

Question No. 24: Section II-27, Insurance, item 9.1 - what is the purpose of the requested bid bond? would Turnpike Commission considered waiving the requirement for a Bid Bond? If still required, must the bid bond be submitted at the time the proposal is delivered to Turnpike Commission?

Answer No. 24: See Page 1 of this Addendum No. 1 under **Delete the following information in Part II-27 (page 19):**

Question No. 25: Section III-1, Scope of Work, item G. Implementation Planning, list item #6 - should vendors provide a range of cost for the implementation budget estimate requested, given that it is unknown at this time which ERP package will be selected for implementation? Costs may be dramatically different depending on the package selected.

Answer No. 25: Yes. A reasonably understandable range of cost for the implementation budget is acceptable, however contractors must explain the basis for the range.

Question No. 26: Section III-1, Scope of Work, item G. Implementation Planning, list item #6 - should vendors include the implementation budget estimate in the separate sealed cost proposal?

Answer No. 26: No. It should be included as part of the technical proposal.

Contractor's Signature

Date

PTC Enterprise Resource Planning (ERP) System Project - RFP Number 05-101-3119
Contractor's Pre-Proposal Conference
Highspire Administration Building, Large Board Room, February 9, 2005 1:00pm EST

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PA Turnpike Commission ERP Project

Addendum No. 2 – RFP 05-101-3119

Additional Contractor Questions

Received After the Contractor Pre-Proposal Conference, February 9, 2005

All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Question No. 27: Recognizing that the PTC is revising its chart of accounts, we are assuming that it is one of the PTC's objectives to produce its GAAP reports from within the ERP solution. Please confirm this.

Answer No. 27: Yes, that is our objective.

Question No. 28: Is the functional area called 'Contract Management & Documentation' refer to contracts for highway work, or is the scope of this system encompass all contracts that the PA Turnpike Commission issues?

Answer No. 28: All contracts.