

REQUEST FOR PROPOSALS FOR

**Administration and Training Support for the Commission's Project Collaboration System for
Construction Projects (Constructware)**

ISSUING OFFICE

**Pennsylvania Turnpike Commission
Engineering-Construction Department**

RFP NUMBER

09-10340-2089

DATE OF ISSUANCE

June 18, 2009

REQUEST FOR PROPOSALS FOR
Project Collaboration System for Construction Projects (Constructware)
09-10340-2089

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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for Administration and Training Support for the Commission's Project Collaboration System for Construction Projects (Constructware).

I-2. Issuing Office. This RFP is issued for the Commission by: ENGINEERING DEPARTMENT, CONSTRUCTION GROUP. The Project Manager for this project is Jeff Wilson (Engineer Project Manager) 700 South Eisenhower Boulevard Middletown PA 17057, 717-939-9551 ext. 3503, jwilson@paturndpike.com.

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

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

I-4. Problem Statement. The work to be done includes the administration and training of Constructware for Commission construction projects system-wide. The work also includes maintenance of electronic documents and coordination with Commission personnel and business partners.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a cost plus fixed fee contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

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

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, that were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor 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 subcontractor to more than one prime contractor responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I-9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted to the Issuing Office at the address indicated above to be received no later than Wednesday, **July 1, 2009**. All questions and written answers will be issued as an addendum to and become part of this RFP.

I-10. 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 Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Fran Furjanic, on or before **12:00 Noon on Wednesday July 15, 2009**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail delivery does not guarantee delivery to this address by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in five (5) copies of the Technical Proposal, one (1) copy of which will be unbound, to the Contracts Administration Department. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference. Proposals must be signed by an official authorized to bind the Proposer to its provisions and include the Proposer'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 Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or telefax notice received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the Proposer 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 Proposer or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer 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 Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents.

a. Confidential Information. The Commission is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal in pdf format on CD-ROM, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

b. Commission Use. All material submitted with the proposal shall be considered the property of the Commission and may be returned only at the Issuing Office's option. The Commission has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commission shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth of Pennsylvania or United States statute or regulation, or rule or order of any court of competent jurisdiction.

c. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

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 Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer's request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers, other than the position of its proposal in relation to all other proposals.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Commission will provide a project manager to direct and coordinate the efforts of the personnel provided via this contract. In addition, the Commission will provide office space as needed.

I-21. Cost Submittal. Not applicable.

I-22. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and extend for a period of two (2) years, with options for three (3) one (1) year extensions. The Commission shall fix the Effective Date 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.

I-23. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation 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 Proposers or potential Proposer.
- 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 Proposer or potential Proposer, 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 Proposer, the Proposer, 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 Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer 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 Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer 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 Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

PART II

INFORMATION REQUIRED FROM PROPOSERS

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.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office 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 Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

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

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

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

II-4. Prior Experience. Proposers should include in the Proposal their experience in construction management and administration; and should focus on modern practices that include computerization of construction documentation and communication with systems such as Constructware, PTC CDS, and PennDOT ECMS. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the potential number and names where practicable, of potential personnel who may be engaged in this work. Include through a resume or similar document education and experience in construction management and administration with systems such as Constructware, PTC CDS, and PennDOT ECMS. Identify subcontractors you intend to use and the services they will perform.

II-6. D/M/WBE Participation. The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in this contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Department of General Services (www.dgs.state.pa.us) or the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. **If further information is desired concerning DBE/MBE/WBE participation**, direct inquiries to the Pennsylvania Turnpike Commission's Contract Administration Department by calling (717) 939-9551 Ext. 4241.

II-7. Cost Submittal. Not applicable.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal should be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

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

III-3. The following criteria will be used in evaluating each proposal:

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

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

i. Past Record of Performance with respect to cost control, work quality, ability to meet schedules and previous experience on similar projects. The consultant should identify similar projects that have been completed by that firm as the prime, the magnitude of the project, and the client.

ii. Workload of the prime consultant and sub-consultants for all Pennsylvania Department of Transportation and Pennsylvania Turnpike Commission projects. The Proposer must exhibit enough capacity to provide services of satisfactory quality as detailed in this RFP in a timely manner.

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

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

PART IV

WORK STATEMENT

The Pennsylvania Turnpike Commission will retain an Engineering or Construction Management firm to provide Constructware (CW) administration and training services for various projects located anywhere within the Pennsylvania Turnpike's system.

The agreement will be for a maximum cost of \$900,000.00 or for a twenty four (24) month period, with professional services assigned on an as-needed basis. The number of assistant administrators and trainers is contingent upon workload and could involve anywhere from zero (0) to five (5) personnel at any given time.

The main service to be provided under this agreement will be to supply Constructware assistant administrators and trainers as needed and as directed by the PTC's Constructware administrator. The selected firm may be required to:

- Setup and maintain Projects, Companies, Contacts, and Users in Constructware
- Attend pre-bid meetings and pre-construction conferences
- Coordinate Constructware setup meetings and training sessions with various construction project personnel from various firms and agencies
- Train the PTC's Constructware methodology to Builders, Construction Managers, Inspectors, Designers, and Project Managers
- Audit projects to make sure Constructware is being used appropriately and efficiently
- Develop and maintain PTC training materials for CW

IV-1. Objectives.

- a. **General.** The Commission seeks a qualified Construction Manager with a proven track record of successful administration and use of computerized project collaboration systems (such as Constructware, PTC CDS, and PennDOT ECMS) to assist in the administration, training, and coordination of the Commission's Constructware system for construction projects throughout the entire PTC system.
- b. **Specific.** Under the supervision and direction of the Commission, implement, train, and maintain Constructware on Commission construction projects system-wide. In addition, develop and maintain guidelines and procedure manuals for the implementation, use, and administration of Constructware on Commission projects.

IV-2. Nature and Scope of the Project.

Background:

The Turnpike is a key transportation route within the state of Pennsylvania and a vital link to the eastern United States. The Commission operates 536 miles of roadway with 60+ fare collection facilities, 20 service plazas, 2 welcome centers, 21 maintenance buildings, 8 police barracks and 5 tunnels. For more information, go to www.paturndpike.com.

Act 44 was passed by the Pennsylvania legislature in July 2007, establishing for the first time ever, an inflation sensitive, long-term funding stream to address Pennsylvania's transportation funding crisis. The Act provides more than \$116 billion over a 50-year period for transportation maintenance and improvements in Pennsylvania by:

- Converting I-80 to a tolled facility,
- Increasing existing Mainline Turnpike Tolls, and
- Issuing Monetization Bonds based on future toll revenues.

Scope of the Project:

The Commission could potentially use Constructware on any construction project within its entire system as described above. As directed by the Commission, personnel (hired to fulfill this agreement) may have to travel to any Turnpike construction project.

IV-3. Requirements.

The number of assistant administrators and trainers is contingent upon workload and could involve anywhere from zero (0) to five (5) personnel at any given time. Although the Commission expects the immediate need to be two (2) full-time assistant administrator/trainers and one (1) part-time assistant administrator/trainers, this situation could change at any time.

Fifty percent (50%) of the Constructware assistant administrator/training staff assigned to this Commission project must meet at least one (1) the following four (4) Requirements:

1. Be registered as a professional engineer by the Commonwealth of Pennsylvania with three (3) years highway inspection, management, administration, or workmanship experience acceptable to the Commission.
2. Be certified as an Engineer-in-Training by the Commonwealth of Pennsylvania with four (4) years of highway inspection, management, administration, or workmanship experience acceptable to the Commission.
3. Hold a Bachelor of Science Degree in Civil Engineering or Civil Engineering Technology with four (4) years of highway inspection, management, administration, or workmanship experience acceptable to the Commission.
4. Hold an Associate Degree in Civil Engineering Technology with five (5) years of highway inspection, management, administration, or workmanship experience acceptable to the Commission.

The remaining fifty percent (50%) assigned to this project shall meet the following education and experience requirements:

Education - Graduation from High School or equivalent certification or formal training.

Experience - Six (6) years of experience in construction inspection, management, administration, or workmanship. A two (2) to four (4) year engineering college degree may be substituted for one (1) year of experience.

IV-4. Tasks.

The selected firm may be required to perform work as detailed in the following sub-sections. All of these tasks are ongoing efforts throughout the life of this agreement. Deadlines for work on specific projects will be established and met on an as-needed an as-directed basis as determined by the Commission.

IV-4.1 Constructware Administration and Training

The selected firm will help the Commission administer and train Constructware on selected projects throughout the entire PTC system.

IV-4.1.1 Setup and Maintain Projects in Constructware

- Create new projects with appropriate online file cabinet structure, routes, project team members, personnel groups, default reviewers
- Maintain all aspects of the project structure and team throughout the life of the project

IV-4.1.2 Setup and Maintain Companies, Contacts, and Users in Constructware

- Add, update, and edit Companies' contact information, logos, and status as needed
- Add, update, and edit Contacts' and Users' contact information, project assignments, and group assignments as needed

IV-4.1.3 Attend pre-bid meetings and pre-construction conferences

- To prepare the project team for Constructware implementation, it will be necessary to participate in most projects' pre-bid and pre-construction meetings

IV-4.1.4 Coordinate Constructware setup meetings and training sessions

- Conduct Constructware setup meetings to finalize the projects team, project communication groups, project security groups, and default project settings
- Conduct group and individual Constructware training sessions with various construction project personnel from various firms and agencies (e.g. - Builders, Construction Managers, Inspectors, Designers, Project Managers, Governmental Agency Representatives)
 - Some training will be in a classroom setting
 - Some training will be at field office locations

IV-4.1.5 Audit projects in Constructware

- To make sure Constructware is being used appropriately and efficiently, monthly audits of each project will be conducted
- The audits will ensure:
 - Communication and Documents are being stored, marked-up, and delivered appropriately
 - Company, contact, user, and group information is correct and current

IV-4.1.6 Develop and maintain PTC training and administration materials for Constructware

- Continue to develop and update Constructware training documents
- Continue to develop and update Constructware administration documents
- Develop presentations and reports as needed

IV-5. Reports and Project Control.

To ensure the selected firm is meeting the needs of the Commission, monthly focus group meetings will be held. At these meetings, monthly Status Reports generated by the selected firm will be discussed with the Commission's project manager and the selected firm's project manager.

In addition, the following reports may be required by the Commission:

a. Task Plan. A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced.

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

c. Final Report. At the end of the agreement, the selected firm will generate a Final Report. The Final Report should contain the following:

- (1) Executive summary of the results of the services provided by this agreement.
- (2) Describe work tasks provided through this agreement.
- (3) Summarize findings, conclusions, and recommendations developed in each task.
- (4) Include all supporting documentation; e.g., flow charts, forms, questionnaires, etc.
- (5) Recommend a work plan for continuing this effort and for implementing the recommendations.

Addendum No. 1

RFP 09-10340-2089

Administration and Training Support for the Commission's Project Collaboration System for Construction Projects (Constructware)

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

REVISIONS

1. Page 2 of 12 – **I-12. Proposals.** Revise the second sentence to read:

Submit five (5) copies of the Technical Proposal and two (2) CD-ROMs with the proposal in .pdf format to the Contracts Administration Department.

ADDITIONS

1. **TABLE OF CONTENTS** – Add APPENDIX A as follows:

APPENDIX A - Project Collaboration Systems Administration Requirements

2. Page 7 of 12 – Add Section II-8 as follows:

II-8. Compliance with Project Collaboration Systems Administration Requirements.
By submission of a proposal, Proposer agrees to all requirements and conditions identified in Appendix A.

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of July 1, 2009. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

- Q1.** Please confirm that if awarded the subject Contract, the selected consultant, or its subconsultants, or its parent company, or any of its sister companies, will not be precluded from bidding or being awarded Pennsylvania Turnpike Commission construction projects.
- A1.** This RFP's sole function is to provide Constructware support staff and will not be used for CM, CI, or CDS work; therefore, the selected consultant, or its subconsultants, or its parent company, or any of its sister companies, will not be precluded from bidding or being awarded Pennsylvania Turnpike Commission construction projects.

All other terms, conditions and requirements of the original RFP dated June 18, 2009 remain unchanged unless modified by this Addendum.

APPENDIX A

PA Turnpike Commission Project Collaboration Systems Administration Requirements

A. Purpose

These requirements define the roles, responsibilities, and limitations of those who administer the PA Turnpike Commission's (PTC's) Project Collaboration Systems (PCS).

B. Scope

These requirements apply to all employees and Business Partners including consultants, contractors, and vendors, of the PTC.

C. Definitions

- *Project Collaboration Systems (PCS)* – Any system that is used to manage information for projects and/or collaborate among project participants.
- *PCS Supervisor* – An employee of the PTC who has ultimate authority over one or more of the PTC's PCS. The role of a PCS Supervisor is to administer and/or supervise the administration of one or more of the PTC PCS.
- *PCS Administrator* – An employee or Business Partner who assists the PCS Supervisor in maintaining and administering one or more of the PTC's PCS. The role of the PCS Administrator is to ensure the system is functioning properly, ensure that Users have appropriate system access, and to provide PCS administrative support.
- *Business Partner Administrator* - An employee of a Business Partner who manages and assigns their company's Users to one or more of the PTC's PCS.
- *User* – Any employee or Business Partner who can access one or more of the PTC's PCS.

D. Requirements Statement

It is the intent of the PTC to provide PCS for various areas of business. It is the business practice of the PTC to supervise administration and administer these systems. Commission staff, and/or Commission Business Partners may perform PTC's PCS Administrative duties.

Because PTC's PCS may contain documents that are sensitive or proprietary, these requirements outline what a PCS Supervisor or a PCS Administrator can and cannot do.

It is understood that the PCS Supervisor and every PCS Administrator must adhere to PTC policy Number 8.1 – Electronic Communications Acceptable Use Policy, which includes language regarding nondisclosure, ethics, and discipline, and the Project Collaboration Systems Participation Requirements. These topics are therefore not covered in this document.

E. General Requirements

- PCS Administrators will not be given access privileges beyond the minimum access needed to perform a job function.
- If it is determined that a PCS Administrator accessed information within a PCS to gain self and/or Business Partner advantage, the PCS Administrator and/or Business Partner is subject to the penalties outlined in PTC Policy 8.1, which include termination.
- PCS Administrators are bound not to discuss information seen in the system with anyone.
- The Commission will be solely responsible for Business Partner administration assignments to ensure that potential conflict of interest situations do not occur.
- All PCS Administrators, including the PCS Supervisor, have unique User IDs by which their activity can be monitored. Compliance Audits will be conducted periodically.

PA Turnpike Commission Project Collaboration Systems Participation Requirements

A. Purpose

These requirements define the terms for which an employee or Business Partner can access the PA Turnpike Commission's (PTC's) Project Collaboration Systems (PCS).

B. Scope

These requirements apply to all employees and Business Partners including consultants, contractors, and vendors, of the PTC.

C. Definitions


- *Project Collaboration Systems (PCS)* – Any system that is used to manage information for projects and/or collaborate among project participants.
- *PCS Supervisor* – An employee of the PTC who has ultimate authority over one or more of the PTC's PCS. The role of a PCS Supervisor is to administer and/or supervise the administration of one or more of the PTC PCS.
- *PCS Administrator* – An employee or Business Partner who assists the PCS Supervisor in maintaining PTC's PCS. The role of the PCS Administrator is to ensure the system is functioning properly, ensure that Users have appropriate access, and to provide PCS administrative support.
- *Business Partner Administrator* - An employee of a Business Partner who manages and assigns their company's Users to one or more of the PTC's PCS.
- *User* – Any employee or Business Partner who can access one or more of the PTC's PCS.

D. General Requirements

It is understood that participants of PTC's PCS must adhere to PTC policy Number 8.1 – Electronic Communications Acceptable Use Policy, which includes language regarding nondisclosure, ethics, and discipline. These topics are therefore not covered in this document.

To participate in the use of PTC's PCS, an employee or Business Partner agrees to the following:

- The Commission and Business Partner will implement appropriate security measures to insure that only authorized employees of the Commission or Business Partner will have access to the PTC's PCS.
- A separate and distinct User ID code, which consists of a unique User Name and Password, will be assigned to each requested employee of the Commission or Business Partner. The Commission or Business Partner agrees to accept full responsibility for controlling the User ID codes that are issued by PTC's PCS Supervisor or PCS Administrator to their respective employees.
- The Commission and Business Partner agree to notify the PCS Supervisor or designated PCS Administrator to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the Commission or Business Partner, as appropriate.
- The Commission and Business Partner agree that the Commission's or the Business Partner's employees may not share User ID codes.
- The Commission and Business Partner agree to be liable for all items submitted under a User ID code that is assigned to one of its employees.
- The Commission and Business Partner agree that all actions performed under an employee's User ID code constitute that User's digital signature.

	<p align="center"><i>PENNSYLVANIA TURNPIKE COMMISSION POLICY AND PROCEDURE</i></p>	Number: 8.1
		Approval Date: 04-03-2007
		Effective Date: 04-19-2007
Policy Subject: 8.1 - Electronic Communications Acceptable Use Policy	<i>This is a statement of official Pennsylvania Turnpike Commission Policy</i>	Revised Date: 04-03-2007
	Responsible Department: Information Technology	

A. Purpose:

The purpose of this policy is to inform the PTC workforce on acceptable standards of use of Pennsylvania Turnpike Commission (PTC) information systems and information. Every effort must be made to ensure the confidentiality, integrity, and availability of PTC information assets to a level that is equal to its value, whether information assets are in the PTC's custody or in transit to others, and to assist the PTC in complying with applicable state and federal laws. All members of the PTC workforce are required to read this policy and sign the Electronic Communications Acceptable Use Acknowledgment Form (Attachment A) verifying an understanding of the policy. Any exceptions to this policy will require the submission of a formal exception request as set forth in the exception section of this policy.

B. Scope:

This policy applies to all members of the PTC workforce, including full-time, temporary, supplemental, summer, and contract employees, and independent consultants.

C. Policy Statement:

Various methods of electronic storage, processing, and communications are used to assist the PTC in the conduct of business operations, and PTC information systems and applications are to be used for PTC business purposes only and by authorized individuals. All electronic communications are the sole property of the PTC, and the PTC workforce should be aware that users have no expectation of privacy when using PTC information systems. All use of electronic communications is subject to monitoring, logging and auditing upon approval of senior management.

The use of PTC information systems to operate a personal business, for personal gain in any form, for personal use except as explicitly stated in this policy, or for other inappropriate use is prohibited. The downloading of non-business related information, including, but not limited to, music, videos, or games is also prohibited. The use of information systems to threaten, discriminate against or harass others, degrade system performance, deprive access to a corporate resource, or gain access to a system or information for which proper authorization has not been

given is expressly prohibited. Users are also prohibited from using devices to decode passwords or access control information, or seeking unauthorized access to information or resources.

Users of PTC information systems are responsible for complying with local, state, federal and international laws. Utilization of electronic communications for illegal or inappropriate purposes or in support of such activities is prohibited. Any attempt to break these laws utilizing PTC information systems may result in an investigation against the offender by the proper authorities and may also result in an internal PTC investigation and the imposition of appropriate disciplinary action.

The PTC does not control all of the various facilities and communication lines through which it may provide access to the Internet and Intranet. While the PTC may notify individuals that certain electronic communications may violate acceptable use policies of other directly or indirectly connected networks (Internet or Intranet), the PTC accepts no responsibility for such communications beyond notifying PTC workforce members of the violations. Also, the PTC accepts no responsibility for electronic communications that users originate which violates this policy. Electronic communications that violate this policy are beyond the scope of employment and may result in personal liability to members of the workforce.

Information residing on PTC information systems is the property of the PTC. For the purposes of preserving the integrity or operational state of the Internet/Intranet, professional integrity, or investigation of any violation of law or of PTC policy, procedure, rule or regulation, the PTC reserves the right to copy and examine any files or information residing on PTC systems. Individuals shall be prudent in the use of information acquired in the course of their duties. They shall not use confidential information for any personal gain nor in any manner which would be contrary or detrimental to the welfare of the PTC.

E-mail, Internet access, and other PTC information systems are tools that the PTC has made available for PTC business purposes. However, personal use of these resources, which is consistent with that term as defined in this policy, may be permitted in limited circumstances.

All members of the PTC workforce are responsible for information security at the PTC and must partake in the PTC Security Awareness Program by completing required training and adhering to the practices conveyed in regular security communications.

INFORMATION ACCESS

Access to information and information systems must be limited to the level of access that is needed by an individual to perform his or her job functions, and individuals will not be given access privileges beyond the minimum access needed to perform a job function. This access must be provided through a formal request process located on the PTC Intranet.

All members of the PTC workforce are responsible for the use and protection of their individual user IDs, and must never share their user IDs or use another individual's user ID. They are further responsible for all activities that take place using their user IDs when they have knowledge that another individual has access to the same.

The use of hardware or software to automatically provide access passwords, e.g. scripted passwords, is prohibited. The logon process may not be automated. Individual passwords must be in compliance with the current IT Department standard.

WORKSTATION USE

PTC workforce members are responsible for using information systems in a professional, ethical, and lawful manner, and for protecting information systems from unauthorized access. Individuals must not leave computer system accounts open and accessible when they are not physically located at the workstation. During the normal workday, the lock computer feature must be used to protect the workstation in order to prevent unauthorized access.

An individual who has been assigned a portable computing device, such as a laptop, personal digital assistant (PDA) or smartphone, must not leave the computing device unattended in public areas. The permanent storage of sensitive information on any portable computing device is not permitted. In instances where sensitive information must be temporarily stored on a device, an approved corporate solution, typically encryption, must be installed and enabled on the device. If a portable computing device will be left unattended for an extended period of time it must be secured. For example, at the end of a workday if an individual is going to leave their laptop at work, it must be secured in a locked desk, cabinet, or office.

The physical location of an individual's computing device within their work area must also be considered in order to minimize the possibility of unauthorized viewing of sensitive information. For example, monitors should be placed so that information displayed on them cannot be easily viewed through windows or by passersby.

REMOTE ACCESS

The only approved method of remotely accessing shared drives within the PTC network requires the use of a PTC computing device using the standard corporate remote access solution. Services published to the World Wide Web, such as Outlook Web Access, may be accessed from non-PTC computing devices such as home PCs. Remote access requires management approval using the request process located on the PTC Intranet and the use of remote access solutions will be limited based on current job responsibilities. The use of unauthorized remote access methods or technologies, including unauthorized wireless access points or modems, is expressly prohibited.

SOFTWARE DOWNLOADS AND VIRUS PROTECTION

Using or copying software in violation of license agreement or copyright laws is prohibited. Any usage of software obtained via the Internet or other means must comply with PTC Policy Letter No. 8.5, Licensed Software Use.

All executable files downloaded from any Internet site or included as attachments to e-mail must be scanned by each user for viruses prior to execution on any PC or network. Employees who have questions about how to properly do so should contact the IT Service Desk. PTC computing devices utilize anti-virus software where appropriate. Individuals must never attempt to disable this or any other security solutions.

E-MAIL AND THE INTERNET

When using e-mail or the Internet you are acting as a representative of the PTC. As is the case with all information systems, e-mail and Internet communications are not confidential or private, and PTC workforce members have no expectation of privacy related to usage. The following restrictions also apply to e-mail and Internet usage:

- E-mail and Internet connections are not to be used for personal gain or in support of any purpose not related to PTC business.
- Individuals are not permitted to use a modem to dial out to a personal Internet Service Provider.

- The intentional interception, recording, reading, deletion, or reception of another individual's e-mail without proper authorization is not permitted.
- Sensitive information must not be sent outside the PTC network unless the individual sending the information has first secured it using an Information Security approved solution and it is being sent to an authorized individual.
- Access to the Internet must pass through a controlled corporately recognized network.
- The sending, viewing, accessing, downloading, storing, displaying, printing, or otherwise disseminating material that is sexually explicit, suggestive or pornographic, profane, obscene, threatening, discriminatory, harassing, fraudulent, otherwise offensive, defamatory, or unlawful is not permitted.
- The sending, or attempting to send, unsolicited junk mail, "for profit" messages, or chain letters is prohibited.
- The automatic forwarding of e-mail to an external account is not permitted.

DEVICE AND MEDIA CONTROL

Sensitive information must be removed from electronic devices and/or media when it is no longer needed or under PTC control. If this is not possible, the storage media must be destroyed. Information Technology is responsible for controlling the disposition of computing devices and all members of the PTC workforce are responsible for ensuring the physical destruction of electronic removable media, such as CDs and DVDs, in accordance with the law and PTC Records Retention Policy, which is in their possession when it is no longer needed for PTC business.

The unauthorized duplication of sensitive information is not permitted, and any duplication of sensitive information must be controlled and tracked by the department.

CONFIDENTIALITY OF DATA

Information that is transmitted over public networks, i.e. the Internet, may be intercepted, or modified by persons other than the intended recipients of that information. Therefore individuals must never transmit sensitive information in clear text over a public network and appropriate precautions (i.e. encryption) must be taken when sending PTC confidential or other sensitive information to an external recipient. All members of the PTC workforce are to use these solutions and follow applicable procedures. These solutions will typically utilize dedicated network connections, if ongoing communications are required, or encryption.

PTC workforce members shall not use information in files maintained, stored or processed by the PTC for unauthorized purposes or permit anyone else to make unauthorized use of such information.

PTC workforce members shall not disclose or disseminate the contents of any confidential information to any person except as authorized or permitted in the conduct of their work assignment.

The unauthorized access to, disclosure or dissemination of PTC or other sensitive or confidential information, including, but not limited to, personally identifiable, protected health, or financial information, is not permitted.

REPORTING INCIDENTS

As a member of the PTC workforce, if you become aware of an information security incident you must report the incident through the Fraud and Abuse Tip Box located on the PTC Intranet.

VIOLATIONS

Violations of this policy are to be referred to the Operations Review or Information Security Departments to initiate a formal review process. Violations must not be investigated independently by individuals or departments. Individuals found to be in violation of this policy may be subject to disciplinary action, up to and including immediate termination.

EXCEPTIONS

Exceptions to certain provisions of this policy may be granted where legitimate business requirements exist as long as compensating controls are implemented to address associated risk. The formal technology request process located on the PTC Intranet will be used to administer requests for exceptions to any information security policies. The information owner or manager of the requesting department must ensure that a request is completed and includes the following information:

- The business need for the exception.
- Compensating controls used to mitigate risk.

Information Security and Operations Review will evaluate requests and must approve all exception requests before an exception is granted.

D. Definitions:

Applicable laws - Local, state, and federal laws including but not limited to the Computer Fraud and Abuse Act, Unlawful Use of Computer Act, Health Insurance Portability and Accountability Act of 1996, (HIPAA), Privacy and Security Rules, The Breach of Personal Information Notification Act, copyright and trademark laws, and any unlawful harassment or discrimination laws.

Electronic mail - Messages, usually text, sent from one person to another via electronic device.

Internet - The Internet is a global public network enabling electronic mail, newsgroups, and access to information on the World Wide Web.

Intranet - A private network inside a company or organization that uses the same kinds of software that are found on the Internet, but that is only for internal use.

Personal Use - Use of e-mail, Internet access, and other PTC information systems which is occasional, incidental, and limited in duration and scope, and which:

- Does not interfere with the efficiency of PTC operations;
- Is not in conflict with the best interests of the PTC; or
- Is not prohibited by any law or provision of this policy.

Additional examples of unacceptable personal use may be communicated to members of the PTC workforce from time to time and will have the same force and effect as if specifically listed in this policy.

User ID – An individual user identifier that distinguishes one user from another on an information system.

Electronic Communications Acceptable Use Policy

Acknowledgement

I hereby acknowledge that I have received, read, and understand the attached Electronic Communications Acceptable Use Policy, and agree to abide by the requirements set forth in it.

I understand that disciplinary action, up to and including termination, may be taken if I fail to abide by the requirements of this agreement.

I understand that if I need further clarification or additional information, I may contact Information Security.

Print Name _____

Signature _____ Date _____

This Policy Letter supersedes all previous Policy Letters on this subject.