

REQUEST FOR PROPOSALS FOR

Automated Fuels Management Solution Services

ISSUING OFFICE

Pennsylvania Turnpike Commission

Information Technology Department

RFP NUMBER

RFP 16-10340-7337

DATE OF ISSUANCE

April 11, 2016

REQUEST FOR PROPOSALS FOR
Automated Fuel Management Solution Services

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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 an Automated Fuel Management System.

I-2. Issuing Office. This RFP is issued for the Commission by the Information Technology Department.

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

I-4. Problem Statement. The Commission is seeking to procure an Automated Fuel Management System and associated services. The awarded Supplier will provide hardware, software, internal and external systems integration with affiliated implementation, maintenance and training services.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed-price based 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, responsive and capable of performing the work. A sample Contractual Agreement is provided in Appendix A.

I-6. Contractor Integrity Provisions. Contractor Integrity Provisions will apply to this contract upon award and the awarded vendor may be required to complete a Background Qualifications Questionnaire prior to entering into an Agreement with the Commission and attend annual ethics training provided by the Commission. Proposers can find these two documents on the Commissions website at www.paturnpike.com (Doing Business, General Information, Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute by the prime or any subconsultant. If there is no adverse interest you shall include the following statement: "I have reviewed the State Adverse Interest Statute and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page or executive summary.

I-7. 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-8. 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, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

If a Joint Venture responds to this RFP, the Commission will not accept separate proposals from joint venture constituents. A firm will not be permitted to submit a proposal on more than one (1) joint venture for the same RFP. Also, a firm that responds to this RFP as a prime may not be included as a designated subconsultant to another firm that responds to the same RFP. Multiple responses under any of the forgoing situations will 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 subconsultant to more than one prime consultant responding to the RFP.

I-9. 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.10. 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 by email to RFP-Q@paturmpike.com with **RFP 16-10340-7337 Automated Fuel Management System** in the Subject Line to be received no later than **2:00 PM local time on Wednesday, April 27, 2016**. All questions should be submitted using the template provided in **Appendix C**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-11. 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-12. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **2:00 PM local time on Tuesday, May 24, 2016**. 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, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department 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-13. 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 seven (7) hard copies of the Technical Submittal, seven (7) hard copies of the Diverse Business (DB) participation submittal, and seven (7) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two (2) complete and exact copies of the Technical, Cost and DB submittals, along with all requested documents on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix B** to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120 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 fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she 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 solicitation.

I-14. 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-15. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-16. 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-17. 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-18. 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. 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.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:
the extent to which the information is known outside of his business;

the extent to which the information is known by employees and others in the business;
the extent of measures taken to guard the secrecy of the information;
the value of the information to his business and to competitors;
the amount of effort or money expended in developing the information; and
the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure *would* cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-19. 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.

I-20. 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-21. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Commission’s Chief Information Officer (CIO) will serve as project executive for this effort and will have final approval authority for the deliverables and services produced as a result of this project. A Commission project manager, designated by the CIO will address routine project issues and provide documentation as necessary. Other Commission participation will be limited to participation in interviews, walkthroughs, and review of deliverables.

The Commission will make limited work and meeting space available; however Proposers should plan to locate the project team off site and to make use of its own reproduction facilities and logistical support.

I-22. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

I-23. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end four (4) years from that date with options for extending the contract up to three (3) years, incrementally or in one step. 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-24. 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 Proposer 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 response section of 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.

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- 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.

I-25. Indemnification. The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission's premises, and for breach of the Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by the Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

I-26. Insurance. Proposer will comply with the Insurance requirements as described in **Appendix D** - Insurance Specification.

I-27. Diverse Business (DB) Requirements. Proposer will comply with the DB Requirements as described in **Appendix E** – Diverse Business (DB) Requirements.

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. All cost data relating to this proposal and all Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1.A. through II-1.G;**
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II-2;** and
3. Cost Submittal, in response to RFP **Part II, Section II-3.**

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 Technical Submittal.

A. Proposal Cover Sheet (See Appendix B)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **Automated Fuel Management Solution Services, RFP 16-10340-7337. Appendix B** must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. In addition it is required that all information requested in **Appendix B** be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

B. Cover Letter and Executive Summary (Limit to two pages.)

This letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. Include in this section or in a transmittal letter/cover page a statement regarding full disclosure of any potential conflict with the State

Adverse Interest of State Advisor or Consultant Statute as instructed in Proposal Section 1.6 Contractor Integrity Provisions.

C. Table of Contents

Include a clear identification of the material by section and by page number.

D. Firm Overview

Provide a brief history and description of your firm's business organization and its **Automated Fuel Management Solution Services** expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number and types of consultants or other relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish your firm.

If you propose to subcontract any of the tasks in your response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a discussion of the specific expertise and services that the firm or firms contribute to the overall value of your proposal.

E. Personnel

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the **Automated Fuel Management Solution Services** as described in Section IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff, including subcontractors, listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your **Automated Fuel Management Solution Services** expertise and experience as it relates to Part IV of this RFP.

Include the following:

- A statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide applicable services in accordance with the same.
- Describe your firm's experience in providing similar services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner. Emphasis should be given to Independent/Public Sector organizations and/or Transportation/Tolling client engagements.
- List all clients for which your firm has performed work similar to that described in Part IV within the last five years.

G. Approach

In the body of the Technical Proposal, include the following regarding your proposed *technical approach* to the requirements identified in section IV-3:

- A description of your firm’s standard approach / methodology for implementing and maintaining an Automated Fuel Management System.
- A description of deviations from your standard approach, if any, that you are proposing for this specific initiative. Explain your rationale for any changes.
- A description of the method for providing escrow of system source code in the event that the firm ceases operations.
- A work plan, including tasks, dependencies, durations, and deliverables covering planning, preparation, installation, integration, testing, roll-out, and ongoing maintenance and support activities.
- Provide a completed copy of **Appendix K**, Requirements Traceability Matrix.

Following your description of your technical approach, in the body of Technical Proposal, include a description of your *management approach*, including the following:

- Your view of the critical success factors related to the management of the proposed services.
- Explain how you will verify that the critical success factors are being achieved.
- Your proposed approach to keeping Commission management informed of progress and relevant events.

Note: The Commission is interested in conducting the assessment as expeditiously as possible and would favor an approach that moves aggressively to complete the assessment while still providing a thorough assessment that fully meets all of the requirements of the RFP.

Included as supporting information with the technical submittal, provide a sample program/project status report.

II-2 Diverse Business (DB) Requirements (Appendix E).

The Commission’s Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in **Appendix E**. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs are encouraged and will be considered as a criteria in the evaluation of proposals and may be considered as a factor in the Commission’s selection of a firm for this contract.

The proposer must include in its DB participation submittal that it meets the requirements set forth in the Commission’s DB Requirements - **Appendix E**. In particular, the proposer shall address the section of the DB Requirements labeled, “Actions Required by Proposer during the procurement/consultant selection phase”. In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

II-3. Cost Submittal.

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A CD-ROM, SEPARATE FROM THE TECHNICAL SUBMITTAL. THE CD OR USB DRIVE SHOULD CLEARLY IDENTIFY THE PROPOSER AND INCLUDE THE NAME AND VERSION OF THE VIRUS SCANNIGN SOFTWARE THAT WAS USED TO SCAN THE CD OR FLASH DDRIVE BEFORE IT WAS SUBMITTED.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-10, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office’s written answer so that all proposals are submitted on the same basis.

The Proposer must complete **Appendix F** (Cost Matrix). Proposer must provide information that identifies the Resources (by position) that will be devoted to the effort, the average loaded rate for those resources and the number of hours each will devote to the effort. The table must also identify any other direct costs that went into calculating the Proposer’s cost. The sum of the loaded rates times the number of hours for each position, plus the other direct costs must equal the total fixed price cost. Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The Contractor shall only perform work on the Contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under the Contract.

PART III

CRITERIA FOR SELECTION

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

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

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-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal

1. Proposer and Personnel Qualifications and Experience.

- a. Demonstrated significant and sufficient depth and breadth of experience of the prime Proposer, in collaboration with any named subcontractors, to support the defined requirements for an initiative of this size and scope.
- b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
- c. Financial ability of the Proposer to undertake a project of this size and scope.
- d. Response of references if the Commission elects to contact them.

2. Approach.

- a. Understanding of the Commission's needs and scope of work.
- b. Soundness of proposed approach, methodology, and deliverables for providing Automated Fuel Management Solution Services as it relates to the requirements discussed in Part IV of this RFP.
- c. Responsiveness to the Commission's desire for expeditious timeline for completion.
- d. Quality, completeness and applicability of sample deliverables provided.
- e. Responsiveness, organization, and clarity of Proposal.

3. Cost.

While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

- 4. Commitment to Diversity and Inclusion.** This refers to the inclusion of DB firms, as described in Part II-2. Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified DB firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

- a. General.** The primary objective of this RFP is to solicit bids for hardware, software, integration with key internal and external systems, and associated implementation, maintenance, training and on-going support services to replace the current Automated Fuel Management System (AFMS).

By procuring a new fuel management solution, the Commission will:

- Modernize the fuel control process with robust software and hardware;
 - Enhance fuel management effectiveness with better data quality and control; and,
 - Improve efficiency by reducing downtime and manual record-keeping.
- b. Specific.** The Commission desires to enhance its fleet vehicle, equipment, and small tool fueling accountability. To achieve this goal requires an integrated system of hardware and software that records identifying vehicle and driver information for Commission Maintenance facilities fueling transactions and Wright Express (WEX) routine file transmissions. The new AFMS must be accessible to multiple Commission personnel at the same time from multiple locations via the Commission's computer network. AFMS will be configurable and maintainable through a GUI configuration and not require program changes to accomplish the goals.

See **Appendix G** for background and as-is processes.

The Proposers solution must meet two basic business criteria.

1. The solution must fulfill the Business and System Requirements related to processes for scheduling preventive maintenance, controlling operational fuel cost, maintaining the makeup of each of the 22 Maintenance facilities' fleets and updating of equipment inventory consistently across all Maintenance and operations business systems.
2. The chosen solution must fulfill the Business and System Requirements related to processes for recording Commission fueling transactions at both Maintenance facilities and retail fuel islands.

IV-2. Nature and Scope of the Project.

- a. **Scope.** The Commission seeks to replace its existing fuel management controller hardware, database and application software with more reliable and cost-effective technology.

The Proposer will:

- Uninstall and remove existing controllers at the fuel islands.
- Provide and install controller hardware and software to control the fuel pumps.
 - Connect controllers to the Commission's computer network.
 - Collect fueling data and retain the data until transmitted.
- Provide a centralized Administration software system that:
 - Imports controller fuel transaction data;
 - Imports retail payment card data through system interfaces;
 - Exports vehicle maintenance data to SAP PM through system interfaces;
 - Executes reporting; and
 - Enables user management.
- Train Commission system users.
- Provide hardware and software maintenance support.

- i. **Hardware.** The Proposer will be responsible for supplying and installing new controllers. Installation will require connecting the new controllers to existing Commission fuel pumps. The Proposer will also be responsible for disconnecting, removing and disposing of the existing controller hardware. The Proposer must comply with all governmental laws, regulations and policies for IT asset transportation and disposal including but not limited to wiping data from hardware memory.

Data transmission from the controller to the Commission's computer network may require installing new wire or cable depending upon the method of communication the Selected Offeror proposes. Currently the controllers communicate via a wireless connection to the Maintenance shed (see **Appendix I**). Offerors will take into consideration site power and communications conversions when proposing a solution (e.g., hard wired instead of wireless fuel island controller communications) for the Commission's consideration.

The Proposer will be responsible for installing all hardware and any conduit and cable or wire that is necessary for the proposed communication method. Installation must abide by the Building Industry Consulting Service International (BICSI) and Telecommunications Industry Association (TIA) Electronic Industries Alliance (EIA) TIA/EIA 568B structured cable standards. The Commission discourages new wiring trenches, so wire or cable runs must be installed in existing runways to the greatest extent possible. Commission Oversight personnel will review and approve deviations prior to installing cable outside of existing runways.

The Proposer will work with the Commission's designated Oversight personnel to have an IT Service request created. The Proposer is responsible for maintaining the controller processing and communications. The Commission will provide a point access for the

controller device. If the Commission can ping the device, incident resolution will be the responsibility of the Proposer.

- ii. **Software.** The Proposer will be responsible for providing a hosted/off-premise AFMS solution ready for use while complying with the Commission's Business and System Requirements. The Proposer will provide training with supporting documentation to Commission users prior to deployment.
 - iii. **Maintenance and Support.** The Commission seeks ongoing hardware and software maintenance and support following implementation of the system. The Proposer will provide incident resolution and perform system upgrades as required and in compliance with defined Service Level Agreements in **Appendix N**.
- b. **Project Oversight.** The Commission recognizes the resource coordination necessary to successfully execute a statewide system implementation. The designated Commission point of contact will work with the Proposers Project Manager to coordinate Commission resource availability and assure the project executes according to the contract.
- c. **Locations and Equipment.** Commission Maintenance operations are headquartered in the Central Administration Building, 700 South Eisenhower Blvd., Middletown, PA 17057. Commission and PSP personnel fuel vehicles, equipment and small tools at 22 Maintenance facilities as depicted in **Appendix H**.

Appendix I presents overhead depiction of each Maintenance Facility showing relative location of fuel islands and Maintenance sheds.

Appendix J identifies the current equipment or vehicle types assigned to Maintenance sheds with their corresponding equipment number and fuel type that the AFMS will manage. Note that based on the model year of equipment, diesel and gasoline fuel types may be interchangeable and the proposed solution must support all fuel types.

IV-3. Requirements.

- a. **Requirements Overview.** The Proposers solution will assist the Commission in attaining the following Business Goals.
- 1) Provide adequate control, security and accountability over fuel assets
 - 2) Manage fleet of vehicles, equipment and small tools
 - 3) Provide uninterrupted maintenance and operations services to the Commission's internal and external customers

Specific Business and Technical requirements are defined in **Appendix K**. The Commission expects Proposers to offer a solution based on Commission needs and industry best practices. Proposers should complete **Appendix K** as defined within the instructions.

The Proposer will be responsible for providing deliverables that meet Commission requirements. In preparing proposals and assessing how responses will meet the business and system requirements listed in section IV-3, Proposers should factor the following Transition considerations:

- **Transition.** During deployment and implementation, the Proposer will work with Commission Project Oversight to plan the transition to the new system. Consideration must be given to – and accommodations be made for – the Commission’s winter weather maintenance schedule; business processes around current data handling and SAP PM preventive maintenance work orders; the type and timing of staff training; and incident management. If system deployment is done in phases, transition planning needs to account for vehicle and equipment data processing through two AFMS platforms concurrently in compliance with the existing interfaces defined in **Appendix L**.
- **Time Constraints.** Because fuel is imperative to Commission and PSP operations, downtime during a transition between the current and new solution must be minimized to the smallest degree possible. Therefore the Proposer will be required to present a transition plan that details the downtime mitigation strategy at each Maintenance shed as well as across the system infrastructure. Winter weather maintenance spans October through March annually, during which– onsite deployments must be scheduled to minimize or eliminate downtime. The Commission acknowledges that a phased implementation may be a viable consideration particularly given the winter maintenance window.
 - **Training.** The Proposer is responsible for providing training to two types of Commission users, including up to 10 back end office/administrative users and provide train-the-trainer for up to 30 end-users. All training will take place at the Commission’s Central Administration Building. Training documentation shall be provided in a Microsoft compatible format, preferably Word and/or PowerPoint. Training shall include instruction and supporting documentation provided to Commission. If the implementation is done in phases, the Commission expects the Proposer to pay particular attention to how Maintenance staff will operate while both the existing system and the new AFMS are in production.
- **Incident Management -** The Proposer will be required to provide the Commission with timely incident status and resolution data as designated by the SLAs as defined in **Appendix N**.

IV-4. Tasks

This section describes the tasks and deliverables that are required to implement a new AFMS that can be operated by Commission staff.

The Proposer will be responsible to complete all work and meet all requirements and deliverables according to the Commission’s conditions of satisfaction for quality, accuracy and completeness.

- 1. Task 1: Project Plan Documentation.** The Project Plan details major development, testing and implementation milestones, responsible personnel and timelines. The Proposer will develop and maintain the AFMS Project Management Plan by incorporating input from the Commission's stakeholders to establish the timeline and necessary resources of the AFMS project. The Proposer will document strategies to manage issues, risks, change control, scope, and communications.

The Proposer will update project plan documentation as changes occur to reflect project progress, to manage schedule and resource variances, and to take appropriate corrective action. Tasks, sub-tasks, activities or sub-activities should be measured in person-hours of effort.

- **Initial Project Plan.** The initial Project Plan is high-level plan that will illustrate and document the phases, activities, tasks, deliverables and milestones for completing the deliverables for the entire AFMS project.

The Proposer will consider items such as capacity and availability of the Commission and Proposers resources, impact on customers, end users, business community, business cycles, high-level dependencies among deliverable groups, etc. in composing the Initial Project Plan. The Proposer will provide an Initial Project Plan that includes, but is not limited to, the following:

- A Gantt chart with critical path identified;
 - High-level phases, activities, tasks, deliverables and milestones that align with the AFMS project deliverables in this section;
 - Planned start and end dates for each phase, activity, tasks and dates for deliverables and milestones; and,
 - Dependencies, lag, and overlap among phases, activities and tasks.
- **Issue Management.** Issue management is the systematic process of identifying and resolving project issues that may arise from any project activity. Action items may become issues if they are not resolved timely or effectively. Issues can affect the project work plans if not addressed properly and timely. The objectives of the Issue Management Process include to:
 - Identify/define/document the issue;
 - Log the issue for tracking;
 - Identify severity/priority of the issue;
 - Evaluate/document potential impact to project;
 - Identify/document/present options for resolution;
 - Identify pros/cons of proposed options for resolution;
 - Identify a recommended option for resolution;
 - Determine level of escalation required for resolution;
 - Determine appropriate communication scope and strategy; and
 - Implement and document the resolution of the issue.

The Proposer will document and manage all project issues across all project activities.

- **Risk Management.** A risk is an event or action that has a chance of occurring, which may result in a negative effect on the project. The objectives of Risk Management activity are to:
 - Develop an effective Risk Management strategy to identify, categorize, quantify, prioritize, and respond to project risks with mitigation strategies;
 - Select and execute risk responses; and
 - Determine whether the implemented risk responses are achieving the desired objective and provide corrective action if necessary.

The Proposer is responsible for developing and implementing a risk management strategy and managing risks for the AFMS project. All risks and issues that have been identified shall be included in the documentation provided for status meetings.

- **Change Control Management.** Proactively managing scope is critical. Scope creep (the gradual and incremental expansion of scope) is a common cause of project failure. The objectives of the Change Control Management process are:
 - To define and manage the scope of project work so that it complies with the project requirements and budget;
 - To establish the plan/process for change request evaluation with respect to impact on schedule, budget and resources, and project objectives;
 - To develop, implement, manage, and monitor the processes for managing project issues and change requests;
 - To provide a description of proposed change control tools ; and
 - To establish an approach to change request implementation.

In addition to monitoring the scope of work of a project, also includes the maintenance and validation of contract terms and conditions. Changes to the project scope may in turn impact the project schedule, cost, quality, and approved work products.

The Proposer is responsible for adhering to change control standards, policies, and procedures and effectively managing and coordinating project changes. All change requests will be reviewed, prioritized and approved by the Commission.

- **Communications Management.** The purpose of Communication Management is to create and implement a communications strategy and plan for the AFMS project. An effective Communication Management strategy involves the following:
 - Supporting communications principles and objectives
 - Conducting internal and external stakeholder analysis
 - Developing and delivering targeted project communications
 - Collecting, analyzing, and responding to feedback on Communication Management activities

The Proposer is responsible for developing and implementing a communications management strategy and managing communications within the scope of the AFMS project.

System Interface and Configuration Documentation. The Proposer will provide to Commission project staff and technical subject matter experts system interface and configuration documentation required to maintain the ongoing system administration and system input/output interfaces.

Summary of Task 1 Deliverables.

- 1.1. Project Plan
- 1.2. Issue Management Plan
- 1.3. Risk Management Plan
- 1.4. Change Control Management Plan
- 1.5. Communications Management Plan
- 1.6. Project Issues Log
- 1.7. System Interface and Configuration Documentation

2. Task 2: System Preparation and Testing. The Proposer will establish both a Development Environment and a Test Environment. The Proposer will prepare and present Software, Hardware, and Communications test plans to validate base software installation, customizations, data imports and integration with the network and related systems. Upon the Commission's approval of the test plans, the Proposer will provide support services and assistance to the Commission's staff assigned for testing.

- **System Preparation.** The Proposer will work with the Commission's Oversight personnel to establish environments that will sufficiently model production to configure and validate functionality.
 - The Development Environment will serve for the Commission's designated staff working with the Proposer to modify GUI screens, create report layouts, load the database tables and perform all necessary system preparation. The Proposer will promote configurations prepared in the Development Environment to the Test Environment upon the Commission's approval while maintaining version control of changes.
 - Commission's assigned staff will use the Test Environment to execute Quality Assurance test scripts and train on the new system.
 - The Proposer will promote functionality into the Production Environment only after Commission approval.

The Test Environment will:

- Control the fuel pump and limit transactions to only authorized users.
- Connect to network.
- Collect and store fueling transaction data and then forward the data to the central application.
- Import WEX retail payment card data.

- Export vehicle maintenance data into SAP PM.
- Enable the System Administrator functionality:
 - Establish user roles.
 - Create security devices (key fobs for example, depending upon the solution security methodology).
 - Enter master data.
 - Monitor system performance.
 - Place system into bypass (override) mode.
- Create accurate reports.
- Serve as a system staging area for promotion into the Production Environment.
- Provide a means for:
 - Replicating and resolving production issues and problems.
 - Staff training.
- **Testing Documentation.** The Proposer will create test documentation that specifically addresses how each category of testing – Software, Hardware, and Communications – will determine if the system complies with the requirements and performs the functions for which it is intended. The Proposer will provide test scripts for each category (Software, Hardware and Communication) and a method for tracking defect resolution.
 - Software Testing Documentation.
 - Hardware Testing Documentation
 - Communication Testing Documentation

Summary of Task 2 Deliverables.

- 2.1 Software Testing Documentation
- 2.2 Hardware Testing Documentation
- 2.3 Communications Testing Documentation

- 3. Task 3: Implementation.** The Commission expects an AFMS implementation strategy to begin by selecting one Maintenance Facility that dispenses gasoline, diesel and LPG fuels as the pilot implementation. The Proposer will deploy and implement system hardware and software at the pilot site approved by the Commission. The Commission Project Oversight and the Proposer will monitor the system performance until the Commission deems the pilot a success.

At that point the Commission will authorize the Proposer to proceed according to the agreed upon Project Plan, Go-live Documentation, and Support Documentation. The Proposer will prepare the Implementation documents for the Commission’s review and approval prior to deploying the pilot system into production.

1. **Training Documentation.** Training Documentation will include a plan for delivering training to two types of Commission employees, including up to 10 back end office/administrative users and provide train-the-trainer for up to 30 end-users, as well as

development of the training materials associated with a User's Guide. Training documentation shall be provided in a Microsoft compatible format, preferably Word and/or PowerPoint.

- 1.1. Training plan
- 1.2. Training material
- 1.3. User's guide – a one page placard that can be laminated for placement at all fueling locations.
2. **Go-live Documentation.** Go-live Documentation will include provisions for site deployment schedule, rollback strategy, data validation and go/no-go decision point.
3. **Support Documentation.** Production support documentation will include system information the Commission's service desk personnel will use to assign incident tickets or to determine if a reported issue is a defect or new enhancement request.

Summary of Task 3 Deliverables.

- 3.1. Training Plan
 - 3.2. Training Material
 - 3.3. User's Guide
 - 3.4. Go-Live Documentation
 - 3.5. Software, hardware, communication installations/configurations
 - 3.6. Software, hardware, communication modifications/enhancements (if required)
4. **Task 4: Recurring monthly subscription services/licensing.** Upon successful configuration and implementation of the solution, the Proposer will provide ongoing hosting, maintenance and support services in adherence to the requirements defined in Appendix K and in concurrence with the SLAs defined in Appendix N. This includes also participating in the ongoing reports and control activities defined within section IV-5 of this RFP.

IV-5. Reports and Project Control.

- a. **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. The Proposer will update tasks as defined in the Project Plan according to section IV-4 b and make the current plan available to Commission Oversight personnel upon request.
- b. **Status Meetings and Reports.** The Proposer will compose and provide weekly status reports.

During implementation, the Proposer will compose a weekly implementation progress status report covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the Proposer in its proposal, as amended or approved by the Commission.

Once the system is operational, the Proposer will compose a monthly report to include any planned/unplanned downtime, polling percentages if applicable, as well as any outstanding issues/incidents.

- The status report will provide an overall status relative to plan as well as details regarding issues, risks, change control, scope, and communications management.
 - The Proposer will deliver a digital version of the implementation progress status report a minimum of 24 hours prior to a weekly project status meeting with Commission Oversight personnel.
 - The Commission prefers status meetings to occur in person, but the Commission will consider circumstances where a web conference is preferable. The Proposer will request the change in format a minimum of two (2) business days prior to the status meeting.
 - The status meetings and reports will continue until the system implementation period is complete.
- c. Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.
- d. Quarterly SLA Report.** The Proposer will maintain metrics comparing its performance measured against the agreed upon thresholds and Key Performance Indicators (KPI), and it will report those values on quarterly basis to the Commission. The Proposer will present the Quarterly SLA Report in a format to which the Commission provided prior approval.

The Commission will review each SLA report. If performance is substandard, the Commission will direct the Proposer to submit an improvement plan that identifies the root cause of issues and specifically defines what the Proposer will do to raise performance to acceptable SLA levels. If performance continues to be substandard, the Commission can impose penalties as defined in the SLA contract.

- e. Annual Contract Review Meeting.** The Proposer will participate in an Annual Contract Review Meeting with the Commission. A minimum of two (2) weeks prior to the meeting, the Proposer will provide a digital copy of a summary report detailing its SLA performance for the year along with a narrative of the overall contract execution and identified problems. The Commission and the Proposer will review the report and the contractual relationship to date during the Annual Contract Review Meeting to determine if any operational changes may be undertaken.

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2016, between the **Pennsylvania Turnpike Commission** (“**COMMISSION**”), an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

AND

(name of contractor) (“**CONTRACTOR**”), a **(state)** corporation, with its principal office at **(address)**.

WITNESSETH:

WHEREAS, the **COMMISSION** desires to satisfy a need for the **(name of solicitation)**;

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 an Agreement with the **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:

Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in **(solicitation identification, i.e. RFP number)** dated **(date of solicitation)**, titled **(Title of solicitation)** and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

Commission’s Responsibilities

(As defined in Section I of the RFP, “Commission Participation”)

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 a not-to-exceed amount of **(agreement dollar value)**.

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

Duration of Agreement

The term of this Agreement shall be for a period of **(agreement term)** and shall commence on the Effective Date as defined below.

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained. Each contract will also include an end date for the original term of the contract. This date will be the same for all contracts as a result of this RFP and will be determined by adding **(agreement term)** to the effective date of the first fully executed contract.

This Agreement will not terminate until the **COMMISSION** accepts all work as complete and tenders final payment to the **CONTRACTOR**.

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.

Insurance

The **CONTRACTOR**, prior to execution of this Agreement, shall furnish to the **COMMISSION** the certificates of insurances as required in attached **Exhibit “X”** and made a part of this Agreement.

Diverse Business (DB) Requirements

The **CONTRACTOR** agrees to comply with the requirements set forth in the **COMMISSION’S** DB Requirements - **Exhibit X**, attached and made part of this Agreement. In particular, the **CONTRACTOR** agrees to comply with section (d) Consultant Requirements During Performance of Services.

Assignment and Delegation

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

Governing Law

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

Observance of Laws

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

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 this Agreement 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)".

Virus, Malicious, Mischievous or Destructive Programming

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commission's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commission, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commission for the actual reasonable cost to remove the Virus and restore the Commission's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commission in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commission has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commission for loss of the Commission's data arising from the failure of the licensed products to conform to the warranty stated above.

Liquidated Damages

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commission's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commission and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section "Liquidated Damages" and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The Commission and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (0.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in "Liquidated Damages - (c)" above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commission, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commission as a result of this Contract shall be given to the Commission, and the Commission shall be entitled to its remedies under "Termination"; or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commission or until the Commission terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.

- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commission by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commission, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commission, no liquidated damages will be applied.
- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

Audit/Retention of Records

CONTRACTOR and its subcontractors shall maintain books and records related to performance of this Agreement or subcontract and necessary to support amounts charged to the **COMMISSION** in accordance with applicable law, terms and conditions of this Agreement, and generally accepted accounting practice. **CONTRACTOR** shall maintain these books and records for a minimum of three (3) years after the completion of the Agreement, 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 this Agreement for which adequate books and records are not available to support the purported disbursement.

Dispute Resolution

All questions or disputes regarding any matter involving this Agreement or its breach shall be referred to the Board of Claims of the Commonwealth of Pennsylvania pursuant to 62 Pa.C.S.A. § 1701 *et seq.* If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 Pa.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.

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**'s premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

Contractor Integrity Provisions

The Contractor Integrity Provisions are attached as **Exhibit X** and made a part of this Agreement.

Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information.

2. With respect to its employees, **CONTRACTOR** agrees

- a) to require all of its employees to maintain confidentiality;
- b) to prosecute its employees, officers, and subcontractors for any and all violations of this Agreement;
- c) to keep such agreements in full force and effect;
- d) to obtain from the **COMMISSION** its approval, which shall not be unreasonably withheld, of the terms of such agreements; and
- e) to permit the **COMMISSION** to inspect such agreements and other documents for compliance with these requirements.

3. With respect to any subcontractors that **CONTRACTOR** wishes to employ to perform any of its obligations under any agreement with the **COMMISSION**, **CONTRACTOR** agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such **CONTRACTOR** and its employees to comply with all the requirements set forth above.

4. **CONTRACTOR** agrees that any breach of these Confidentiality Provisions may result in civil and/or criminal penalties, for **CONTRACTOR**, its officers and employees, and subcontractors.

5. Notwithstanding any other provision to the contrary, **CONTRACTOR** agrees that these provisions shall survive the termination of this and any and all agreements between the **CONTRACTOR** and the **COMMISSION**.

6. **CONTRACTOR** agrees to treat the information in the same way **CONTRACTOR** treats its own most confidential information and to inform each such person of these provisions.

7. **CONTRACTOR** 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.

8. **CONTRACTOR** shall return to the **COMMISSION** upon demand any and all Confidential Information entrusted to it by the **COMMISSION** pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto or incorporating the Confidential Information) or the **CONTRACTOR** may request permission from the **COMMISSION**, which permission may be granted or denied in the **COMMISSION**'s sole discretion, to destroy all such Confidential Information and provide a certificate of destruction to the **COMMISSION** signed by the **CONTRACTOR**. The **CONTRACTOR** further agrees that neither itself nor its employees or representatives will copy, in whole or in part, any such Confidential Information without the prior written consent of the **COMMISSION**.

9. **CONTRACTOR** agrees that if they have had or will have an SSAE16 audit that they will comply with and abide by the findings of such audit to protect **COMMISSION** information.

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.

[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]

IN WITNESS WHEREOF, the **Pennsylvania Turnpike Commission** and **(Contractor Name)** have executed this Agreement by their duly authorized officers on the date written above.

ATTEST: PENNSYLVANIA TURNPIKE COMMISSION

_____	_____	_____	_____
Ann Louise Edmunds	Date	Sean Logan	Date
Assistant Secretary-Treasurer		Chairman	

APPROVED AS TO FORM AND LEGALITY:

_____	_____	_____	_____
Albert C. Peters II	Date	Pennsylvania Attorney General	Date
General Litigation & Contracts Counsel			

ATTEST: **(Contractor Name)**

Signature_____	_____	Signature_____	_____
	Date		Date
Name_____		Name_____	
Title_____		Title_____	

Federal Tax ID No._____

**APPENDIX B – PROPOSAL COVER SHEET
 Pennsylvania Turnpike Commission
 Automated Fuel Management Solution Services**

RFP# 16-10340-7337

Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for the above referenced RFP:

Proposer Information:	
Proposer Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

Submittals Enclosed and Separately Sealed:

<input type="checkbox"/> Technical Submittal <input type="checkbox"/> Diverse Business Participation Submittal <input type="checkbox"/> Cost Submittal
Signature
Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____
Print Name
Title

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
<i>Example</i>	<i>RFP</i>	<i>13</i>	<i>IV-3.A</i>	<i>Question</i>
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Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
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Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

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Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

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Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

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Solicitation Information:	
Solicitation Name	
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Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

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Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
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Solicitation Information:	
Solicitation Name	
Solicitation Number	

Offeror Information:	
Company Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	

Question #	Document	Page #	Section Reference	Question
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Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Professional Service Contractor will provide and maintain the following minimum levels of insurance at Professional Service Contractor's own expense. The cost of the required insurance shall be included in the Professional Service Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. The term Professional Service Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Professional Service Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. If found to be non-compliant, the Pennsylvania Turnpike Commission (the "Commission") may purchase the required insurance coverage(s) and the cost will be borne by the Professional Service Contractor through direct payment/reimbursement to the Commission or the Commission may withhold payment to the Professional Service Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Professional Service Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Professional Service Contractor. If Professional Service Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Professional Service Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Professional Service Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Professional Service Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Professional Service Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Professional Service

Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Professional Service Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Professional Service Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Professional Service Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Commission with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) The Commission, (including the Commission's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSURED(S) on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The Commission reserves the right to require Professional Service Contractor to name other parties as additional insureds as required by the Commission.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

- g) Waiver of Rights of Subrogation: Professional Service Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Professional Service Contractor.

- h) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Professional Service Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Professional Service Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Professional Service Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Professional Service Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Professional Service Contractor arising in the course of operations under the contract. The Professional Service Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. **Workers' Compensation and Employer's Liability:**

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
- c) Includes sole proprietorships and officers of corporation who will be performing the work.
- d) Where applicable, if the Professional Service Contractor is lending or leasing its employees to the Commission for the work under this contract, it is the Professional Service Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
 - c) The General Aggregate Limit must apply on a **Per Project basis**.
 - d) No Exclusions for development, construction, building conversion, etc with respect to the project's location and / or where the work is to be completed by the Professional Service Contractor.
 - e) Coverage for "Resulting Damage".
 - f) No sexual abuse or molestation exclusion.
 - g) No amendment to the definition of an "Insured Contract" except as noted below.
 - h) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.
3. **Automobile Liability:**
- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
 - b) Per Accident Combined Single Limit \$1,000,000
4. **Commercial Umbrella Liability:**
- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
 - b) Minimum Limits of Liability
 - Occurrence Limit: \$5,000,000
 - Aggregate Limit (where applicable): \$5,000,000

5. **Professional Liability Insurance:**

- a) Minimum Limits of Liability
Per Claim Limit: \$5,000,000
Aggregate Limit: \$5,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

6. **Privacy Liability:**

- a) Professional Service Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information that may arise from their work with this contract.
- b) Minimum Limits of Liability:
Per Claim: \$1,000,000
Aggregate: \$1,000,000
- c) Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

Pennsylvania Turnpike Commission
DIVERSE BUSINESS (DB) REQUIREMENTS

Diverse Business Participation. The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

Minimum Participation Level (MPL). The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

(a) General Requirements. Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

(b) Definitions. The following definitions apply to terms used in this specification:

1. Disadvantaged Business – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

2. Diverse Business – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

3. Minority-owned Business – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

4. Professional Services – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

5. Pro Forma Effort-The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

6. Service-Disabled Veteran-Owned Small Business – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

7. Subconsultant- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

8. Third-party Certifying Organization – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women’s Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

9. Veteran-owned Small Business –A small business owned and controlled by a veteran or veterans.

10. Women-Owned Business – A business owned and controlled by a majority of individuals who are women.

(c) Actions Required by Proposer during the procurement/consultant selection phase

1. Submission Requirements – Consultant Responsiveness.

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant’s proposal demonstrates the consultant’s inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

2. Good Faith Effort Requirements: The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

3. Actions Taken by the Commission. As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

(d) Consultant Requirements During Performance of Services.

1. Replacement of a DB Subconsultant. Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

2. Records. Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

2.a. The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

2.b. The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

2.c. Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

3. Reports. Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

3.a The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

3.b The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

3.c Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

4. Subconsultant Contracts

4.a. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

4.b. Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

4.c. Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

5. Payments to DB Subconsultants. Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

(e) Actions to be Taken by Commission After Performance of Services. Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.

Automated Fuel Management Solution Services

Proposing Supplier Name:

- Instructions:**
1. Make no changes to Appendix F.
 2. All yellow fields must be filled out completely
 3. Save the workbook and provide it as part of your cost submittal as defined within the Request for Proposals.
 4. Note: All other pricing to be included in a final contract, including but not limited to service repair rates for labor and materials, shall be discussed and incorporated during contract negotiation.

Description	Total Cost
Task 1: Project Plan Documentation	\$0.00
Task 2: System Preparation and Testing	\$0.00
Task 3: Implementation, Training, and Associated Materials	\$0.00
Implementation Sub-Total	\$0.00

	Monthly	Annualized	3 Year Base Term
Task 4: Recurring monthly subscription services/licensing	\$0.00	\$0.00	\$0.00

Total AFMS Services Cost \$0.00

Introduction

The mission of the Pennsylvania Turnpike Commission is “To operate a safe, reliable, customer-valued toll road system that supports national mobility and commerce.” The Commission’s Maintenance Department serves a critical role in meeting that mission. In order to maintain the toll road system Maintenance must keep its vehicles and equipment in working order while managing costs.

The current Automated Fuels Management System (AFMS) records the fueling of all Commission vehicles, Maintenance equipment and small tools. Furthermore, the AFMS records Pennsylvania State Police (PSP) Troop T vehicle fueling transactions. The AFMS processes transaction data from both Commission and retail fuel islands.

AFMS data enables Commission Maintenance Foremen to manage preventive maintenance schedules on its vehicles and equipment by determining miles (odometer reading), gallons consumed and/or hours of usage (PSP only uses the fueling functionality – PSP does not depend upon the AFMS for vehicle maintenance scheduling). By recording fueling transactions through AFMS, the Commission isolates fuel assets (and audits usage) solely to authorized transactions which amount to approximately 450 transactions per day across the system.

The Commission purchased a total of 2,105,674.10 gallons of Liquid Petroleum Gas (LPG), gasoline, E85 ethanol, and diesel fuel from 10/1/2014 through 11/1/2015 for 22 Maintenance facility fuel islands.

a. Background. The Commission’s current AFMS sends fueling transaction data to a Microsoft Windows Graphic User Interface (GUI) application with a backend FoxPro database. The centralized controller application is located at the Commission’s central office and is updated through a nightly poll.

The initial installation of the AFMS dates from the beginning of this century. The Commission increasingly experiences outages of the aging controller hardware. The nightly data poll transmits over a spoofed modem line: the transmission is slow (averaging more than 5 hours per night) and subject to failure.

When the controller hardware fails, often only refurbished components are available for repair. Proximity to salt storage sheds exacerbates deterioration of the hardware. Data quality issues within the central controller application are common, owing to code version inconsistencies as well as lost data due equipment failure. Periodically communication between the Maintenance shed and the controller is lost due to vehicles blocking the wireless transmission line of sight.

Outages at the Commission fuel islands force Maintenance Foremen to dispense fuel in bypass (override) mode. The human intervention required is intensive and time-consuming; bypass mode exposes the pump to potential unauthorized transactions; and the resulting manual record handling introduces a risk to data integrity.

b. Current Process. At Maintenance facilities, authorized Commission or PSP personnel record odometer reading or hours of operation (on controller touchpad screen), inserts key fob, swipes employee identification card, selects pump number (on controller touchpad screen), then fills the vehicle or equipment with gas, diesel fuel, E85 gasohol/ethanol or Liquid Petroleum Gas (LPG). Controller records these daily transactions. The central controller software polls each facility’s controller nightly, ingests the poll files, and then sends daily aggregated fueling information to SAP Plant Maintenance (SAP PM).

Additionally, Maintenance receives a weekly aggregated Wright Express (WEX) payment card file containing fuel transaction records from authorized Commission purchases at retail fuel islands. That information is also transmitted to SAP PM. The SAP PM module monitors Commission vehicle fuel consumption and equipment hours of operation in order to schedule preventive maintenance work orders.

The Figure 1 Use Case process diagram below portrays three fuel transaction input types of the current system – Payment Card, Manual, and automated Device fueling processes.

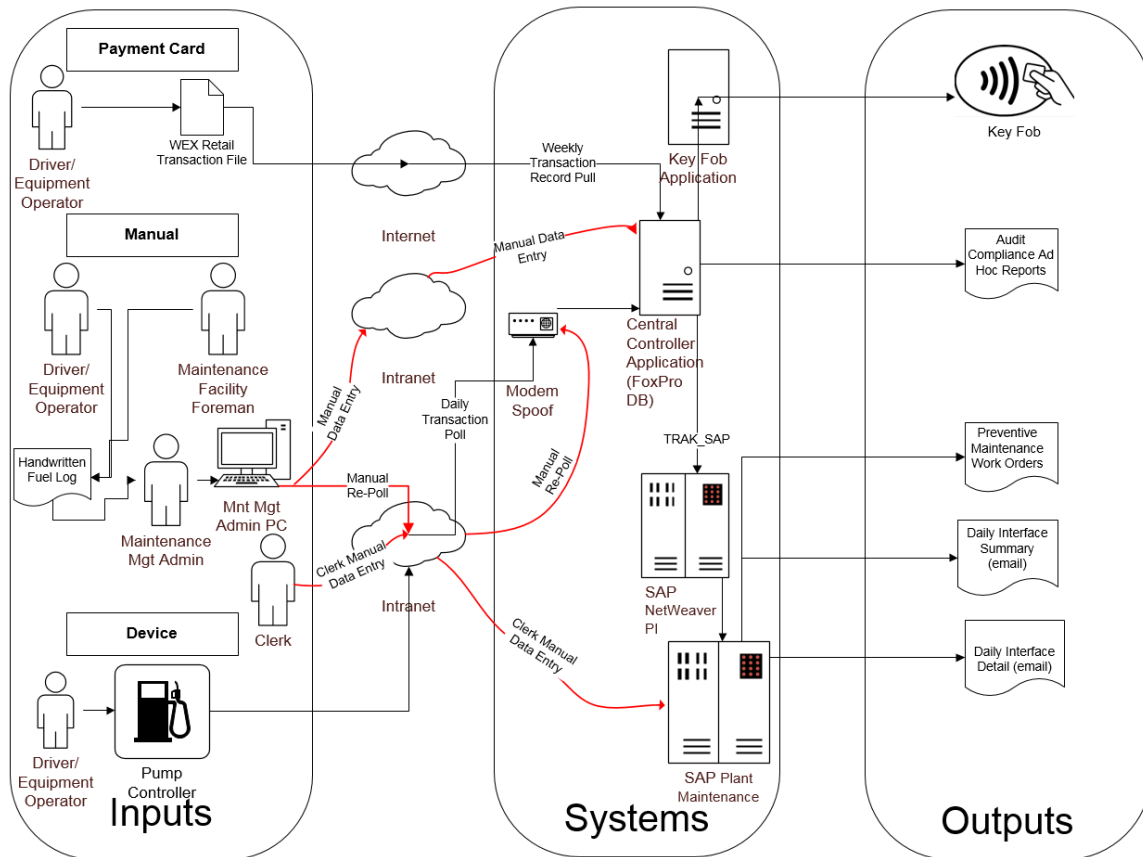


Figure 1: As-Is Inputs, Systems, and Outputs Diagram

- **Payment Card.** Commission Operator uses WEX payment card at retail outlets to purchase fuel and related maintenance products.
- **Manual.** When the system is not working at the fuel island, Foreman manually places the system in bypass (override) mode, Operator dispenses fuel, and they record the transactions on paper. The handwritten fuel log is subsequently sent to central office for manual entry into the central controller application. Also, at times Administrator must manually intervene to invoke site polling or correct data.

Clerks periodically perform manual updates to SAP PM. A final manual function involves creation of the controller key fob.

- **Device.** In automated mode, Operator uses key fob combined with their identification card to dispense fuel.

Administrator configures the fob by logging into central controller application and encodes the fob with vehicle data to enable its use with the pump controller. There are over 2100 key fobs currently in the system that Operators use to authorize individual vehicle or equipment fueling.

- c. Maintenance Facility Data Communications:** Figure 2 illustrates wireless communications from the controller to the Maintenance shed (or radio room). The connectivity between the controllers to the fuel dispensers is either fiber (LPG) or hard wired/copper (gasoline and diesel).

All the Maintenance sheds communicate over the Commission's Wide Area Network (WAN) through the Microwave Backbone except for Kegg and Quakertown which connect to the WAN over a leased data circuit. The leased data circuit connection performance may be less reliable.

Note that one controller unit controls gas (including E85) and diesel fueling, while a second unit is dedicated exclusively to LPG (where available).

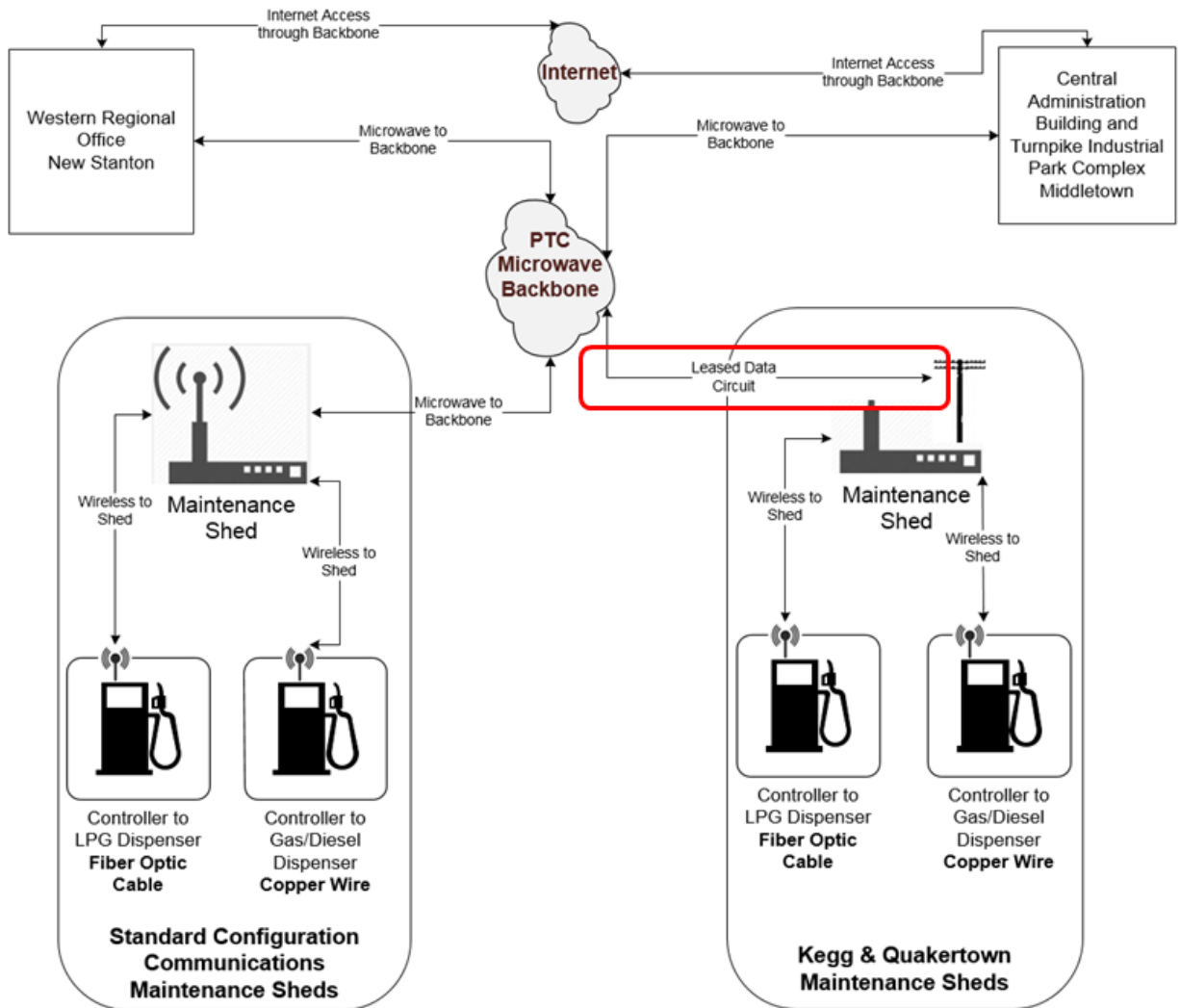


Figure 2: Maintenance Facility Data Communications

Maintenance Facility	Diesel	Gasoline	LPG	Notes	Facility Address
District 1					
Homewood	X	X	X		256 Foxwood Road, Wampum, PA 16157
Gibsonia	X	X	X		2996 Haberlein Road, Gibsonia, PA 15044
Harrison City	X	X	X		1012 Sandy Hill Road, Irwin, PA 15642
Greensburg	X	X	X		241 AKH Maintenance Lane, Jeannette, PA 15644
Searights	X	X		Searights also features an E85 gasohol/ethanol tank	135 Upper Middletown Road, Smock, PA 15480
Jefferson Hills	X	X		LPG available but not currently in operation	613 PA Route 51, Large, PA 15025
Donegal	X	X		LPG available but not currently in operation	183 Clay Pike Road, Acme, PA 15610
District 2					
Somerset	X				177 Menser Road, Somerset, PA 15501
Kegg	X	X	X		132 34 W. PA Turnpike, Manns Choice, PA 15550
Everett	X	X	X		1657 Ashcom Road, Everett, PA 15537
Burnt Cabins	X	X	X		24455 Locke Road, Shade Gap, PA 17255
District 3					
Newville	X	X		LPG available but not currently in operation	246 Center Road, Newville, PA 17241
New Cumberland	X	X	X		519 Marsh Run Road, New Cumberland, PA 17070
Mt. Gretna	X	X	X		3014 Pinch Road, Manheim, PA 17545
Bowmansville	X	X	X		441 Panorama Drive, Denver, PA 17517
District 4					

Maintenance Facility	Diesel	Gasoline	LPG	Notes	Facility Address
Devault	X	X			2225 Valley Hill Road, Malvern, PA 19355
Plymouth Meeting	X				402 W. Germantown Pike, Plymouth Meeting, PA 19462
Trevoise	X	X	X		2999 Galloway Road, Bensalem, PA 19020
District 5					
Quakertown	X	X	X		1800 John Fried Highway, Quakertown, PA 18951
Slatington	X	X	X		2952 Mountain Road, Slatington, PA 18080
Pocono	X	X	X		Star Route, White Haven, PA 18661
Wyoming Valley	X	X	X		PA Route 315, Pittston, PA 18640

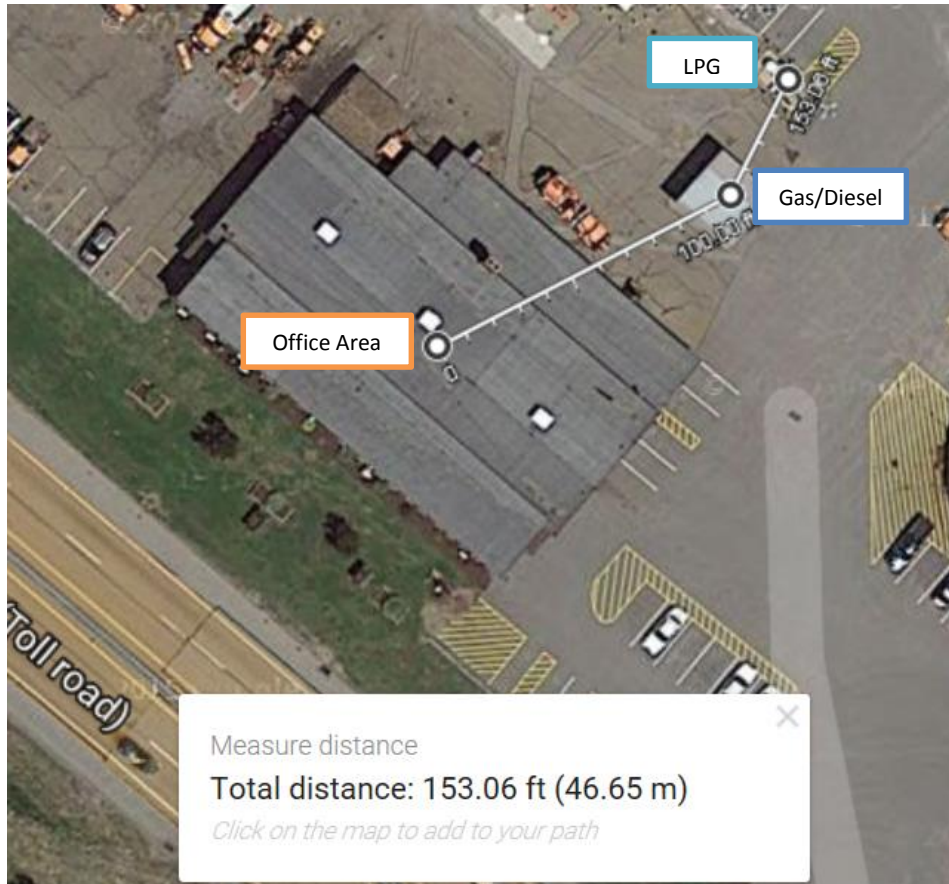
Homewood Maintenance Building - MP 11.84 WB Rt. 76
256 Foxwood Road (Beaver County)
Wampum, PA 16157



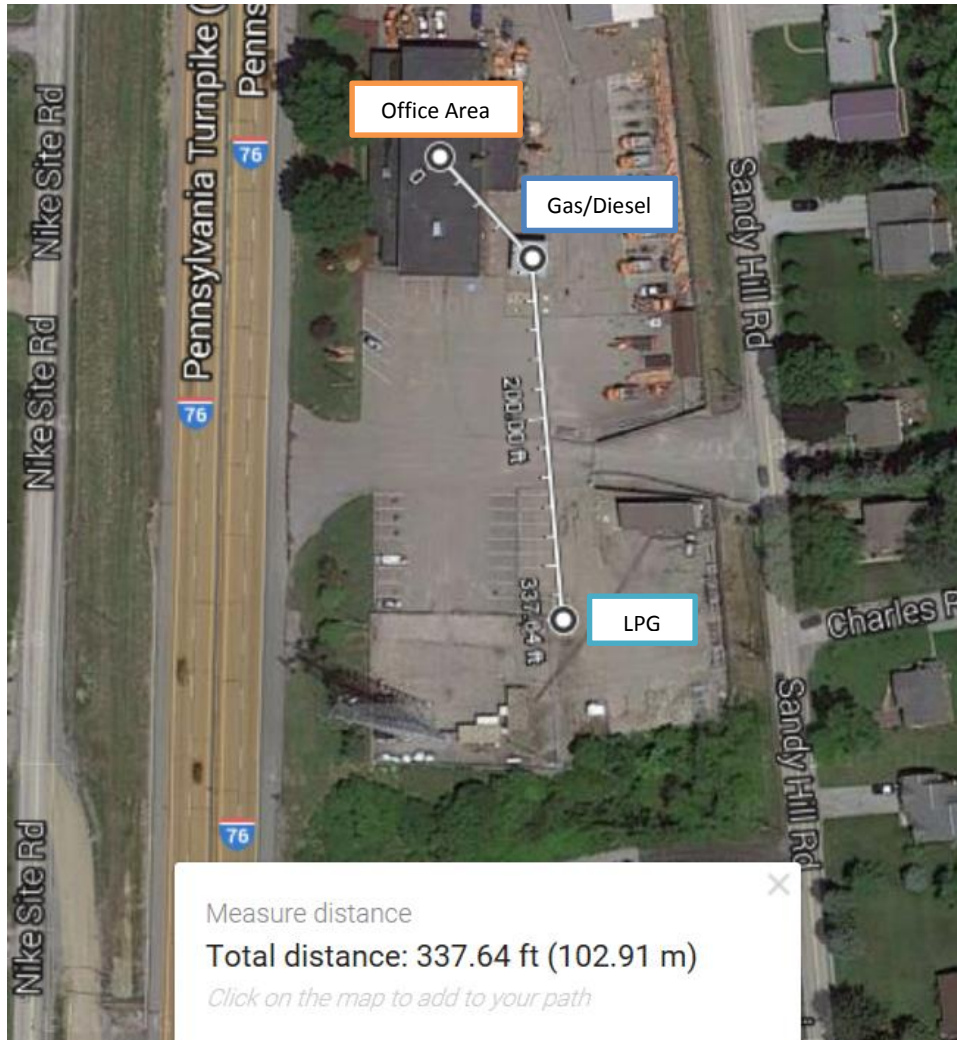
Searights Maintenance Building - MP 18.1 SB Rt. 43
135 Upper Middletown Road (Fayette County)
Smock, PA 15004



Gibsonia Maintenance Building - MP 39.62 WB Rt. 76
3000 Haberlein Road (Allegheny County)
Gibsonia, PA 15044



Harrison City Maintenance Building - MP 63.24 WB Rt. 76
1012 Sandy Hill Road (Westmoreland County)
Irwin, PA 15642



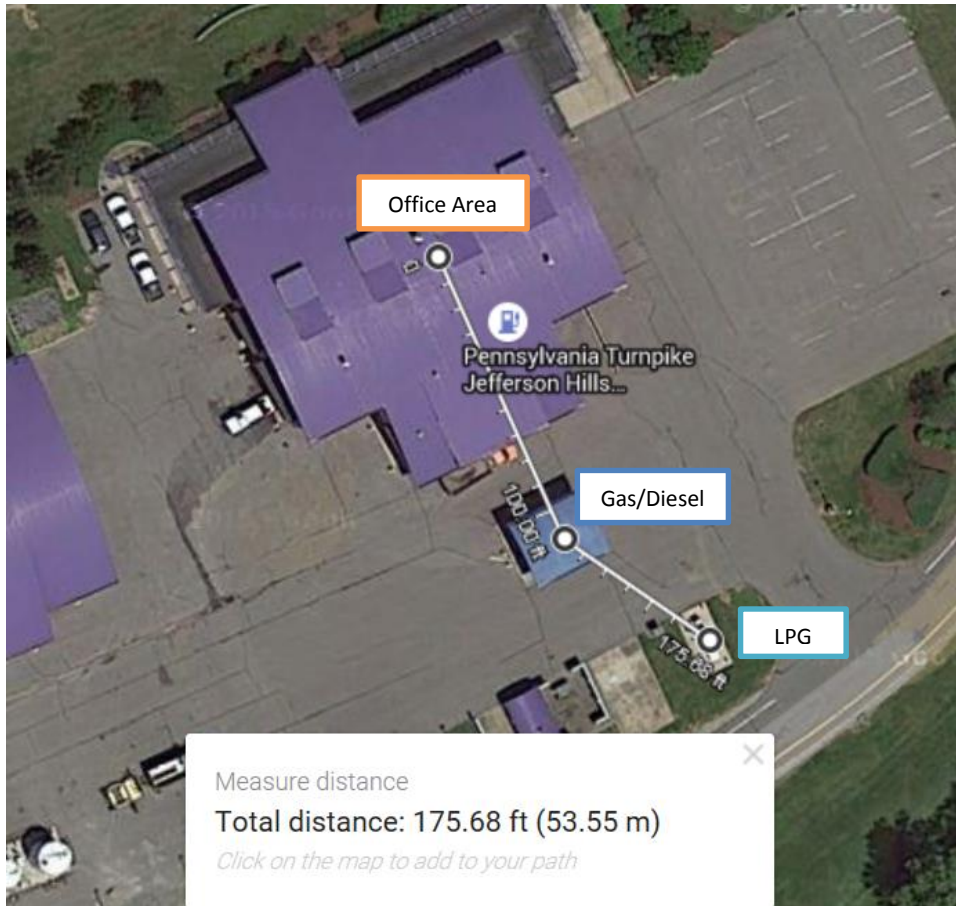
Donegal Maintenance Building - MP 88.76 WB Rt. 76
183 Clay Pike Road (Westmoreland County)
Acme, PA 15610



Greensburg Maintenance Building - MP G07.2 NB Rt. 66
241 AKH Maintenance Lane (Westmoreland County)
Jeanette, PA 15644



**Jefferson Hills Maintenance Building- MP M51.40 NB Rt. 43
Rt. 43 Turnpike Ext (Allegheny County)
Jefferson Hills, PA 15025**



Donegal Maintenance Building - MP 88.76 WB Rt. 76
183 Clay Pike Road (Westmoreland County)
Acme, PA 15610



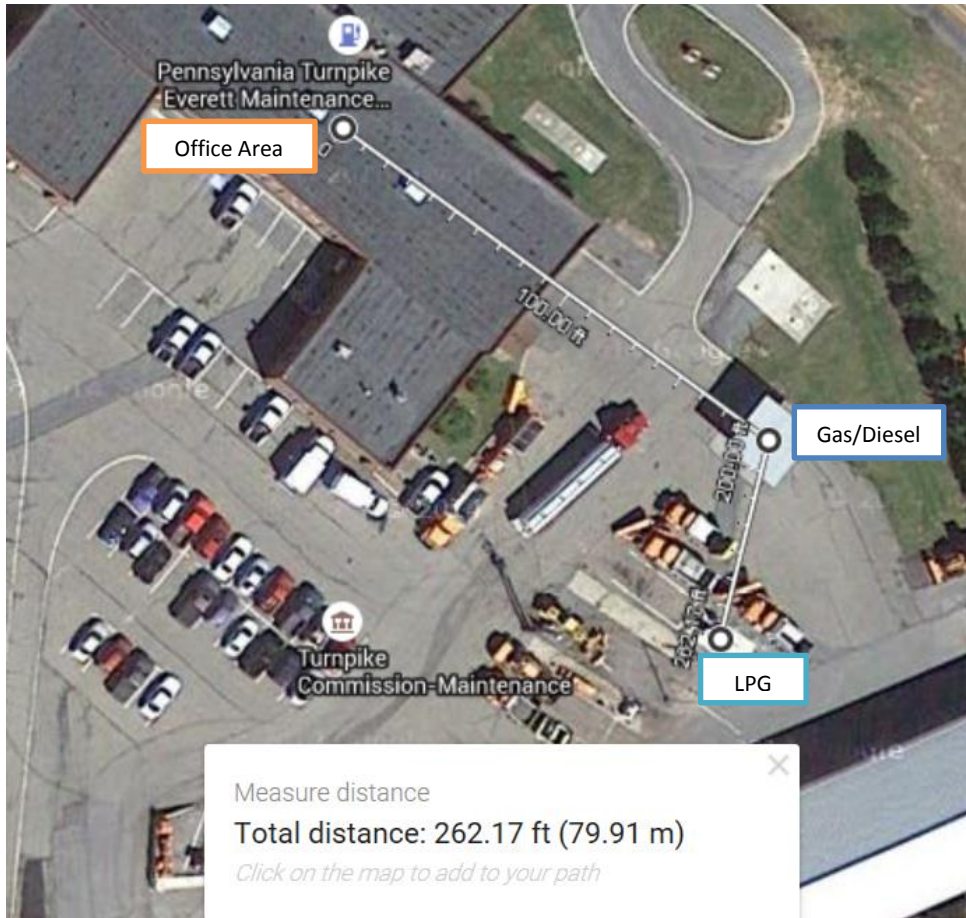
Somerset Maintenance Building MP 113.9 EB Rt. 76
177 Menser Road (Somerset County)
Somerset, PA 15501



Kegg Maintenance Building- MP 132. 34 WB Rt. 76
1066 Cider Road (Bedford County)
Manns Choice, PA 15550



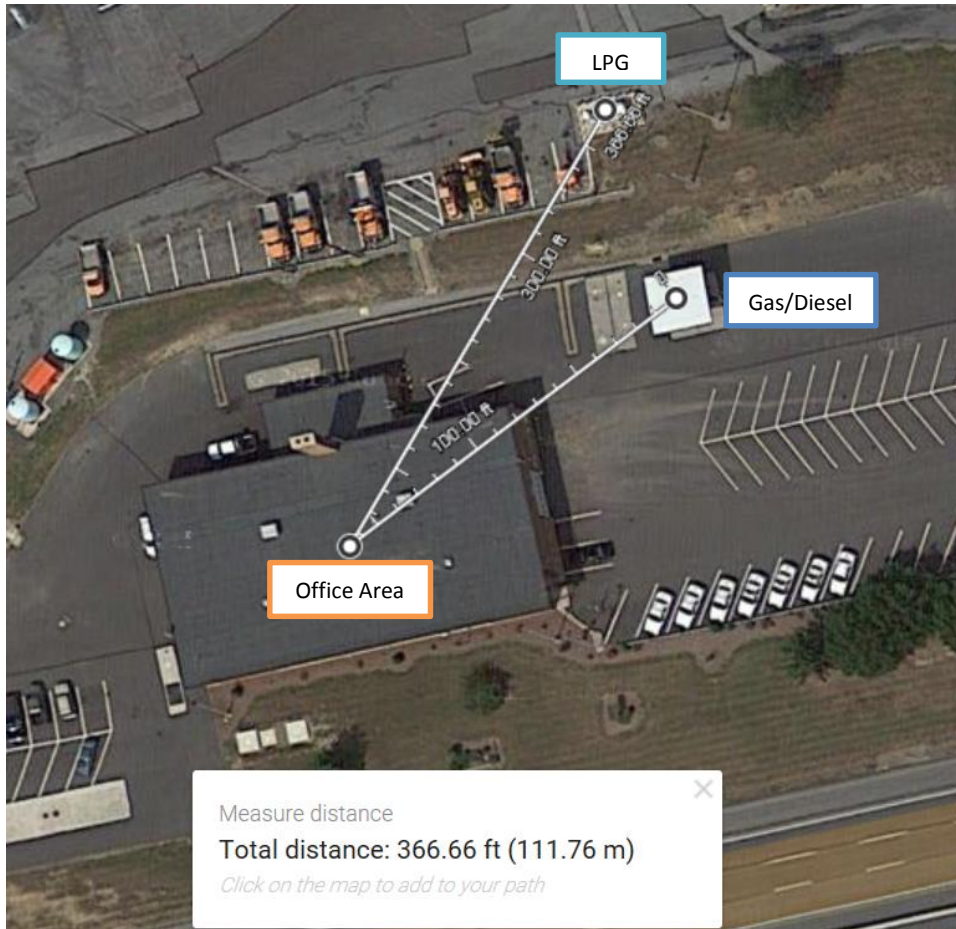
Everett Maintenance Building - MP 154.42 EB Rt. 76
1657 Ashcom Road (Bedford County)
Everett, PA 15537



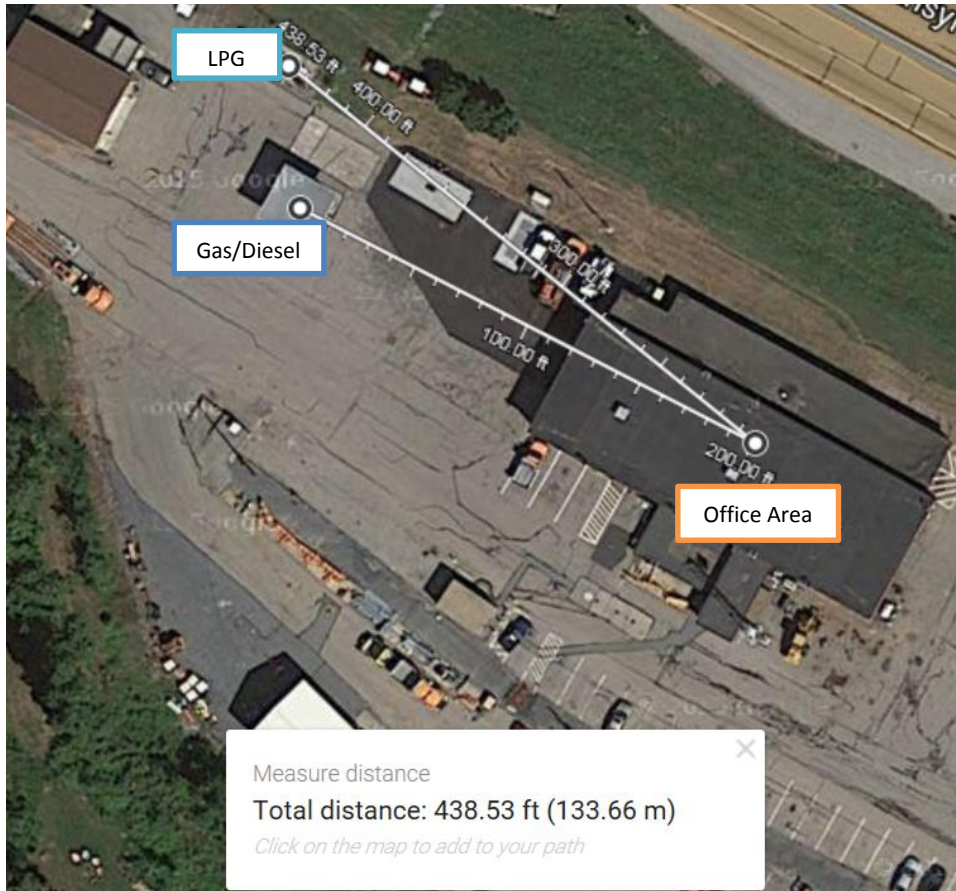
Burnt Cabins Maintenance Building MP 186 EB Rt. 76
24455 Locke Road (Huntington County)
Shade Gap, PA 17255



Newville Maintenance Building - MP 214.22 WB Rt. 76
246 Center Rd (Cumberland County)
Newville, PA 17241



New Cumberland Maintenance Building - MP 243.8 EB Rt. 76
519 Marsh Run Road (York County)
New Cumberland, PA 17070



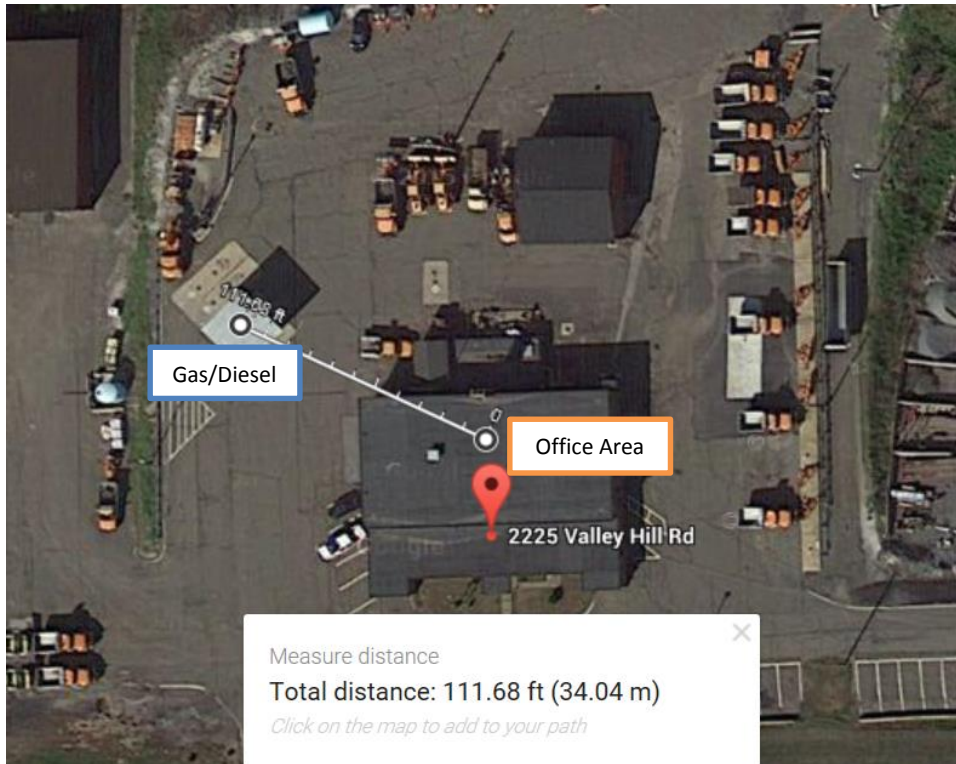
Mt. Gretna Maintenance Building - MP 265.56 EB Rt. 76
3014 Pinch Road (Lancaster County)
Manheim, PA 17545



Bowmansville Maintenance Building - MP 288.33 WB Rt. 76
441 Panorama Drive (Lancaster County)
Denver, PA 17517



Devault Maintenance Building - MP 316.27 WB Rt. 76
2225 Valley Hill Rd (Chester County)
Malvern, PA 19355



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Appendix I – Maintenance Shed Gas/Diesel/LPG Runs

Plymouth Meeting Maintenance Building - MP 333.2 EB Rt. 76
331 West Germantown Pike (Montgomery County)
Plymouth Meeting, PA 19462
(satellite view not available at this time)

Trevoze Maintenance Building MP 353.05 EB Rt. 276
2999 Galloway Rd (Bucks County)
Bensalem, PA 19020



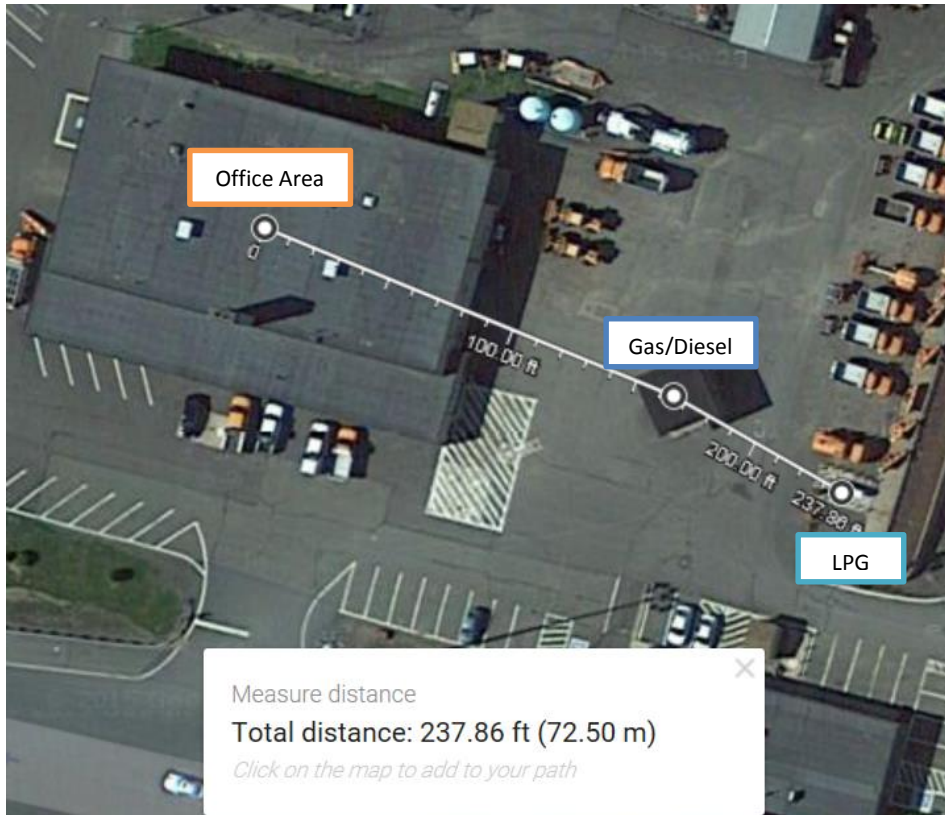
Quakertown Maintenance Building - MP A43.7NB Rt. 476
1800 John Fried Highway (Bucks County)
Quakertown, PA 18951



Slatington Maintenance Building - MP A70.10 NB Rt. 476
2952 Mountain Road (Lehigh County)
Slatington, PA 18080



Pocono Maintenance Building - MP A94.72 SB Rt. 476
Box 18- Star Route (Carbon County)
White Haven, PA 18661



Wyoming Valley Maintenance Building - MP A114.50 SB Rt. 476
Route 315 (Luzerne County)
Pittson, PA 18640



Equipment #	Vehicle	Diesel	Gasoline	LPG
1001	Air Compressor	X		
2001	Response Vehicle 4X2	X	X	X
4001	Truck Tunnel Washing	X		
5001	Catch Basin CI Truck	X		
12001	Aerial Lift – Boom	X		
14001	Bridge Inspect Crane	X		
17001	Forklift	X		X
18001	Truck Tractor	X		
19001	Excavator	X		
20001	Grader	X		
21001	Post Driver	X		X
24001	Crack/Joint Sealant	X		X
40001	Bull Dozer	X		
41001	Loader 3.0 Cubic YD	X		
42001	Backhoe	X		
46001	Vehicle Mid Size		X	
47001	PSP		X	
69001	Tractor	X		
73001	Stakebody	X	X	X
74001	Truck Util	X		
75001	Dump Trk	X		
76001	Van	X	X	
77001	SUV	X	X	
79001	Pickup	X	X	

Automated Fuel Management Solution Services

INSTRUCTIONS TO PROPOSERS:

1. Carefully read each requirement listed in the Appendix K Requirements Matrix worksheet.
2. In cell E1, fill in the "Proposing Supplier Name".
3. In column E, under column heading "Proposed Solution", using the drop-down boxes select one of the following responses for each listed requirement:

A - Yes, Meets Requirement - The proposed solution meets this requirement with only implementation and configuration required, meaning no software source code or scripting changes are required.

B - Customization needed to meet requirement - The proposed solution requires software source code or scripting changes in order to meet this requirement.

C - No, this requirement cannot be met - The proposed solution does not meet the requirement.

4. In column F, under column heading "Proposer Comments", elaborate on your previous response - either explaining how the proposed system meets the stated requirement or why the proposed system fails to fully meet the requirement.
5. Save the workbook and provide it as part of your technical submittal as defined within the Request for Proposal.
6. To accompany this workbook, provide examples within the technical proposal of solution reports that meet and represent requirements defined in section 3.0 of the requirements matrix.

NOTE: Make no changes to the Appendix K Requirements Matrix worksheet. If a response is missed, the Commission will assume a response of "NA" for that particular requirement.

Proposer Name:					
Number	Requirement	Priority	Category	The proposed solution:	Proposer Comments
B01	The System must record the fueling of all Maintenance vehicles and equipment.	Mandatory	FLEET MANAGEMENT		
B02	The system must schedule vehicle preventative maintenance.	Mandatory	FLEET MANAGEMENT		
B03	The system must determine and control overall equipment operating costs.	Mandatory	FLEET MANAGEMENT		
B04	The system must update personnel and equipment inventory data consistently across all maintenance and operations business systems in a coordinated and timely manner according to current policy.	Mandatory	FLEET MANAGEMENT		
B05	The system must fuel equipment and capture all necessary transaction data at retail locations.	Mandatory	FLEET MANAGEMENT		
B06	The system must make emergency retail purchases for items such as but not limited to: motor oil, windshield washer fluid and tires.	Mandatory	FLEET MANAGEMENT		
B07	The system must record miscellaneous fueling transactions for items such as, but not limited to gas cans and small tools/equipment.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
B08	The system must fuel equipment and capture fueling transaction data at all Turnpike fuel islands.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
B09	The system must be able to correct erroneous or incomplete fueling transaction data.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
B10	The system must be flexible and adaptable to alternative fuels.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
B11	The system must have adequate issuance and configuration control over fuel access medium including but not limited to: cards, fobs and keys	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
B12	The system must have secure and reliable fuel dispensing devices.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
B13	The system must have flexible, robust and re-creatable scheduled reporting.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
B14	The system must have flexible and robust ad hoc reporting.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
B15	The system must store transaction and audit reports in compliance with Commission records retention policies.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
B16	The solution shall provide an escrow of system source code in the event that the provider ceases to provide services.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S01	The system shall track fuel gallons disbursed and consumed based on PTC's vehicle or equipment number.	Mandatory	FLEET MANAGEMENT		
S02	The system shall track fuel gallons disbursed and consumed by equipment not associated with an equipment number.	Mandatory	FLEET MANAGEMENT		
S03	The system shall accept and store modified equipment inventory information changed manually within the AFMS.	Mandatory	FLEET MANAGEMENT		
S04	The system shall generate properly validated information for import into SAP Plant Maintenance, including but not limited to fuel dispensed, operating hours, and odometer/mileage.	Mandatory	FLEET MANAGEMENT		
S05	The system administration shall be capable of managing equipment inventory updates and personnel updates.	Mandatory	FLEET MANAGEMENT		
S06	The system shall support long-term automated fuels technology needs and growth.	Mandatory	FLEET MANAGEMENT		
S07	The system shall support multiple means of reliable and efficient data communications connectivity from fuel islands.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S08	The system shall on-board data at all remote devices, to archive data until the system connectivity is restored and data is transmitted (in the event of lost data communications).	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S09	The system shall provide a means for surge protection at each site.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S10	The system hardware shall be warrantable against environmental factors.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S11	The system shall automatically end the fueling transaction when the nozzle is returned to the dispenser. Re-activation of the authorization process is required after the nozzle is returned to the dispenser.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S12	The system shall provide secure and accurate dispensing of fuels to authorized users.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S13	The system shall compare fuel transaction gallons disbursed and stop dispensing when amount meets programmed storage capacity of the equipment or vehicle number associated.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S14	The system shall provide continued operation during outages without sacrificing control and security.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S15	The system shall report fuel transaction data through scheduled and ad hoc reports.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S16	The system shall have control access on both sides of fuel island.	Highly Desirable	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S17	The system shall enable well formatted print to hard copy capability for all reports.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S18	The system shall enable users to obtain fuel without waiting for another user to complete their fueling transaction (when multiple nozzles are in use).	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S19	The system shall reliably and accurately record fueling transaction information for leased and/or rented equipment and vehicles that do not have a PTC Equipment Number.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S20	The system shall calculate Miles Per Gallon (MPG) per vehicle on a regular schedule.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S21	PTC must maintain its business systems according to established service levels.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S22	The system shall collect, store, and export historical fueling transaction information.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S23	The system shall have capability to import fueling transaction and emergency purchase information from a payment card.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S24	The system shall track and support medium assignment to personnel and equipment (cards, fobs, keys).	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S25	The system shall be able to modify time, format and content of scheduled reports.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S26	The system shall provide configurable dissemination of scheduled reports to a specified list of authorized recipients.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S27	The system shall generate reports in a new and separate window, which can remain open, allowing the user to move back and forth from the active view screen to the report without having to regenerate the report.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S28	The system shall provide administrative users the capability to perform wild card queries, to use wild cards in a search string.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S29	The system shall generate exception reports for any fueling transaction data element.	Mandatory	FUEL ASSET CONTROL AND ACCOUNTABILITY		
S30	The system shall capture and store fuel tax data, per fueling transaction.	Mandatory	STATE AND FEDERAL TAXES		
S31	The system shall provide role-specific access restrictions to specific data.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S32	The system shall support log-on authentication and tracking.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S33	The system shall provide administrator management and modification of user roles and access to system function.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S34	The system shall have user documentation.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S35	The system shall generate or display system activity, warnings, and errors.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S36	The system shall provide secure access to a defined minimum amount of concurrent users, within a minimum number of user and administrative categories.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S37	The system shall provide security features including User ID and Password (not clear text).	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S38	The system shall import user information or authenticate users from remote system.	Highly Desirable	SYSTEM ADMINISTRATION AND USER ACCESS		
S39	The system shall be compatible with PTC Single Sign On (SSO) solution.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S40	The system shall be controlled centrally using Simple Network Management Protocol.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S41	The system shall generate controller diagnostic data at the fuel island.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S42	The system diagnostics shall be able to be performed both onsite and remotely.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S43	The system controller restarts (reboots) and software updates shall be able to be performed both onsite and remotely.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S44	The system shall provide easy to read on screen prompts to help operator while fueling vehicle or equipment.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S45	The system shall work with field devices that provide immediate, real-time response to operators performing fueling transactions.	Highly Desirable	SYSTEM ADMINISTRATION AND USER ACCESS		
S46	The system shall be easy to use for PTC's least technology savvy user groups.	Mandatory	SYSTEM ADMINISTRATION AND USER ACCESS		
S47	The system shall seamlessly integrate with PTC's SAP Plant Maintenance.	Highly Desirable	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S48	The system shall provide batch import features.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S49	The system shall provide front-end data field validation and configurable descriptions.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S50	The solution shall comply with all published PTC IT Standards and Policies, including but not limited to, application platforms, infrastructure, security, reliability, maintainability and interoperability. The system shall also comply with PTC deployment management policies, which can include but are not limited to, Concept of Operations traceability, requirements traceability, scheduling, testing, rollback procedures, and acceptance.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S51	The system shall comply with Payment Card Industry (PCI) standards.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S52	The system shall provide developmental architecture to test upgrades, enhancements, and revisions on a non-live environment.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		

Number	Requirement	Priority	Category	The proposed solution:	Proposer Comments
S53	The system shall support (if residing on the PTC's intranet) a unified IP addressing scheme managed by PTC.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S54	The system shall enable interfaces such as Web services or Application Program Interfaces (API) that can be used to develop custom extensions.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S55	The system shall generate an error log/alert that identifies records received through interfaces that do not contain all mandatory data fields.	Highly Desirable	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S56	The system shall be compatible with PTC software policies.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S57	The system shall work with ServiceNow to support historical issue and resolution reporting and analysis.	Highly Desirable	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S58	The system integration shall be configurable.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S59	The system shall be compatible with fiber optic cabling to connect exterior hardware with the Local Area Network at the maintenance shed.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S60	The system shall be configurable to allow the number of times erroneous fueling transaction information can be entered until permitting fueling to continue, and the system shall flag the record as containing erroneous data.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S61	The system fuel island hardware shall be compatible with PTC hardware infrastructure.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S62	The system diagnostic data shall be generated to an exportable file.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S63	The system shall provide interfaces with and accept onboard vehicle operational and diagnostic data.	Highly Desirable	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S64	The system shall integrate with PTC tank dispensers.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S65	The system shall integrate with PTC fuel dispenser pumps.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S66	The system shall be scalable, easily expanded (i.e. when a site increases number of hoses or a new Maintenance facility is added).	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		
S67	The system shall be designed to function 24 hours a day, 7 days a week, and 365 days a year.	Mandatory	SYSTEM INTEGRATION, DATA IMPORT AND INTERFACES		

Response options for each requirement	
Response Options	
A - Yes, Meets requirement	The proposed solution meets this requirement with only implementation and configuration required, meaning no software source code or scripting changes are required
B - Customization needed to meet requirement.	The proposed solution requires software source code or scripting changes in order to meet this requirement.
C - No, this requirement cannot be met.	The proposed solution does not meet the requirement

Automated Fuel Management Solution Services

Solution is required to import a file with this layout (Excel 5.0/95 format) from the WEX system.

Field Name	Description	Mandatory/Optional
ACCOUNT ID (ACCT_ID)	It will be PTC account ID, i.e. 001795293	Mandatory
CARD NUMBER		Optional
CUSTOMER VEHICLE DEPT	Not used	Optional
CUSTOMER VEHICLE ID		Mandatory
TRANSACTION DATE		Mandatory
TRANSACTION TIME		Mandatory
MERCHANT		Optional
MERCHANT NAME		Optional
MERCHANT CITY		Optional
MERCHANT STATE		Optional
DRIVER NAME		Optional
DRIVER ID		Optional
DEPARTMENT	Not used	Optional
ODOMETER		Mandatory
PRODUCT	E.g. UNL, ETH	Optional
UNITS	Gallons used	Mandatory
UNIT COST		Optional
EXEMPT TAX (-)		Optional
REPORTED TAX		Optional
GROSS COST		Optional
NET COST (=)		Optional
FUEL COST		Optional
NON-FUEL COST		Optional

Automated Fuel Management Solution Services

Solution is required to export a file with this layout in a tab delimited format via an SAP interface into the SAP Plant Maintenance module.

New solution		SAP PM
Field Name	Field Length	Field Name
VEHICLE	10	EQUIPMENT NUMBER
TRANSACTION DATE	8 (MMDDYYYY)	DATE
FILLER Character	1	N/A
TIME OF TRANSACTION	4	TIME
CURRENT ODOMETER	6	ODOMETER READING
QUANTITY OF TRANSACTION	5 (NNNN.N)	GALLONS USED
HOURS	6	HOURS METER
SENTRY	3	N/A
ACCT_ID	9	USED BY INTERFACE PROGRAM TO IDENTIFY WEX TRANSACTION
VEHTYPE	3	USED BY INTERFACE PROGRAM TO IDENTIFY PSP OR MASTER KEY (TOOLS) TRANSACTION

The purpose of this appendix is to define requirements for technology solutions procured by the PTC that are not hosted within PTC managed facilities.

A. Hosting Requirements

1. The selected Proposer shall supply all hosting equipment (hardware and software) required for performance of the Contract.
2. The selected Proposer shall provide secure (SSL, HTTPS, or similar) access to all levels of users (as defined by the PTC) via the internet.
3. The selected Proposer shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The selected Proposer shall ensure the maintenance of all hosting equipment (hardware and software) and replace as necessary to maintain compliance with the Service Level Agreements.
5. The selected Proposer shall use commercially reasonable efforts to ensure that it and its datacenter contractors and other vendors performing subcontracted services related to the Service, have, and shall at all times have, in place industry standard physical, technical, human and administrative controls (including but not limited to for intrusion prevention, loss of data, detection and monitoring) reasonably designed to achieve information security of the data processed through the Services. Without limiting the foregoing, the selected Proposer's controls shall at a minimum meet applicable law and the standards set forth in Cybersecurity Framework, NIST, and the ISO 2700Series (International Organization for Standardization, and specifically 27001 certification) and BS 10012 (British Standards Institution).
6. With respect to data breaches, the selected Proposer shall immediately notify PTC contact by telephone and email if there is a reasonable probability that there has been a security incident. In the event of conditions described in the previous sentence, the selected Proposer shall promptly notify the appropriate PTC identified contact within 24 hours or sooner by telephone or email of such incident. The selected Proposer shall (1) cooperate with the PTC as reasonably requested by the PTC to investigate and resolve the incident, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary. If a data breach is a result of the selected Proposer's breach of its obligations under this Agreement, the selected Proposer shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined based on root cause — all the foregoing not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent (2015) Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach, multiplied by the number of records. For clarity, one record/document can constitute multiple records for cost analysis depending on the number of associated individuals within the record/document.
7. The selected Proposer will provide all services, using commercially available security technologies and techniques in accordance with industry best practices and the PTC's security standards, procedures, and requirements, including those relating to the prevention/detection of fraud and any other inappropriate use or access of systems and networks.

8. The selected Proposer has the responsibility to ensure that servers are located in a climate-controlled environment. Proposer shall house all servers and equipment in an operational environment that meets industry standards including climate control, fire and security hazard detection, redundancy, electrical needs, and physical security.
9. The selected Proposer shall monitor system and error logs and perform preventative maintenance in order to minimize and predict system problems and initiate appropriate action.
10. The selected Proposer shall use industry best practice and completely test and apply patches for all third-party software products before release.
11. The selected Proposer shall provide ongoing software updates for the proposed solution as they become available and in compliance with the defined maintenance windows. The selected Proposer shall completely test updates; such updates may include bug fixes, patches and other improvements.

B. System Availability

1. The selected Proposer shall make available the system and any custom software on a 24 x 7 basis as established by the solicitation with the exception of approved downtime for scheduled maintenance. All scheduled maintenance must take place between the hours of 12:00 AM and 5:00 AM. Advance notification of a minimum 7 business days must be provided for scheduled maintenances.
2. From time to time, emergency maintenance may be required to bring down the system. In such situations, if possible, the selected Proposer shall give advance notice, before the system goes down for maintenance, to the PTC and as defined in the Service Level Agreements. The selected Proposer will limit the emergency maintenance to those situations which require immediate action of bringing down the system that cannot wait for the next scheduled maintenance period. It is expected that the Proposer will rollover to a backup site during any such emergency maintenance.

C. Security Requirements

1. The selected Proposer shall conduct a third party independent security/vulnerability assessment at its own expense on an annual basis and submit the results of such assessment to the PTC.
2. The selected Proposer must agree to third party application and vulnerability security scans on an agreed upon schedule.
3. The selected Proposer shall comply with PTC directions/resolutions to remediate the results of the security/vulnerability assessment to align with the standards of the PTC.
4. The selected Proposer shall limit logical and physical access to all system components and provide access only to those individuals with a business need for services provided.
5. The selected Proposer shall audit the data center (i) annually through an independent third party auditor and the audit results shall form part of the selected Proposer's SSAE 16 (or similar standard) report, against industry standard controls for data security and disaster recovery, that the selected Proposer shall make available to PTC upon its reasonable written request and (ii) upon PTC's reasonable request (not to exceed once in any 12-month period), with reasonable prior written notice (at least 30 days) and under reasonable time, place and manner conditions, PTC will be permitted to conduct a structured

walkthrough of the applicable selected Proposer's data center to review the control environment and security practices relevant to the PTC Data and to review practices regarding disaster recovery, the selected Proposer's security and/or audit personnel will participate in the structured walkthrough with PTC. PTC will treat all records discussed pursuant to any such structured walkthrough as Confidential Information of the selected Proposer per the confidentiality terms of this Agreement.

D. Data Storage

1. The selected Proposer shall be solely responsible for all data storage required. At the PTC's sole discretion, the PTC may choose to store certain data and require selected Proposer to link to or interface with the data.
2. The selected Proposer shall take all necessary measures to protect the data and encryption keys where applicable, including but not limited to the backup of the servers on a daily basis in accordance with industry best practices and encryption techniques.
3. The Provider agrees to have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on a Provider controlled or owned electronic device.

E. Disaster Recovery

1. The selected Proposer shall employ industry best practice disaster recovery and resiliency procedures to assist in preventing interruption in the use of the system.
2. The selected Proposer's problem resolution and support procedures shall provide a means to classify problems as to criticality and impact and with appropriate resolution procedures and escalation process for each classification of problem.

F. Adherence to Policy

1. The selected Proposer shall utilize a secured backup solution to prevent loss of data, back up all data every day and store backup media. Storage of backup media offsite is required. Stored media must be kept in an all-hazards protective offsite storage facility. All back up data and media shall be capable of encryption.
2. The selected Proposer shall abide by all the PTC's policies and standards.
3. The selected Proposer shall comply with all federal and state security and privacy regulations.

G. Closeout

1. When the Contractual Agreement term expires or terminates, and at any other time at the written request of the PTC, the selected Proposer must promptly return to the PTC all its Confidential Information (and all copies of this information) that is in the selected Proposer's possession or control.
2. The PTC will have access to the Service to export and retrieve its PTC Data for one hundred and twenty (120) days after the effective date of termination or expiration. PTC shall have the ability to access its PTC Data at any time during the subscription term set forth in this Order Form in a readily readable, structured and documented format, such as csv-format or some other standard format offered by the selected Proposer. The selected Proposer shall provide to PTC certain transition services after termination of this Agreement at the selected Proposer then-current and generally charged hourly rates as the parties may agree in good faith in a mutually-agreed statement of work executed by both parties. Subject to the foregoing and applicable law, the selected Proposer shall have no obligation to maintain or

provide any PTC Data. At PTC's request upon termination or expiration of the Agreement, the selected Proposer shall, within a reasonable time period, remove, delete, purge, overwrite or otherwise render inaccessible all PTC Data still remaining on the servers used to host the Service to the extent possible based on the then-current technology available within the Service, unless and to the extent applicable laws and regulations require further retention of such data.

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Service Credit
Service Response	< 2 hours	“Service Response” shall mean the time between PTC placement of a call for support of services and response received by PTC from the selected Contractor.	Total consecutive hours	Continual	one (1) day of Service per incident
Remote Debugging Response	< 4 hours	“Remote Debugging Response” shall mean the time between Service Response and preliminary debugging of the services issue to determine whether onsite service is required	Total consecutive hours	Continual	One (1) day of Service per incident
Service Fulfillment	< 48 hours	“Service Fulfillment” shall mean the time between response received by PTC from the selected Contractor and completion of the onsite service and restoration/implementation of service based upon the nature of the request.	Total consecutive hours.	Continual	one (1) day of Service per incident
Installation Fulfillment	5 business days	“Installation Fulfillment” shall mean the time between requested date by PTC for installation of the service on a new piece of equipment and completion of the onsite installation service.	Total consecutive days.	Continual	one (1) day of Service per incident
Unplanned Downtime	< 3 consecutive hours	"Downtime" shall mean sustained System unavailability due to the failure of the selected Contractor to provide Service(s) for such period. System unavailability is defined as inability to login to the Solution (this does not include slow performance <i>and/or</i> intermittent system errors). Downtime shall not include any System unavailability during approved scheduled maintenance of the System, and Services.	Total consecutive hours of downtime excluding approved scheduled maintenance	Continual	one (1) day of Service per incident Incident is defined as any 3 consecutive hour period of Downtime.

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Service Credit
Total Unplanned Downtime	< 11 hours a month	"Downtime" shall mean sustained System unavailability due to the failure of the selected Contractor to provide Service(s) for such period. System unavailability is defined as inability to login to the Solution (this does not include slow performance <i>and/or</i> intermittent system errors). Downtime shall not include any System unavailability during approved scheduled maintenance of the System, and Services.	Total hours per month of downtime excluding approved scheduled maintenance	Monthly	one (1) day of Service per incident Incident is defined as total of Downtime greater than 11 hours during the month.
Degradation of Service	< 6 consecutive hours	Degraded Service shall mean a Service that tests as fully operational but is degraded below user expectations across a significant segment of the user population as determined by the Commission. This includes, but is not limited to slow performance and/or intermittent system errors. Degraded Service shall not include any System unavailability during approved scheduled maintenance of the System, and Services.	Total number of Hours that the service functions with Degraded Service excluding approved scheduled maintenance	Continual	one (1) day of Service per incident Incident is defined as any 6 consecutive hour period of Degradation of Service.
System unavailability notification (planned)	> 2 weeks	The selected Contractor must notify the Commission of any planned system unavailability during approved scheduled maintenance of the System and Services no less than 2 weeks prior to the unavailability occurring.	Time from notification of planned unavailability until the start of the planned unavailability.	Continual	one (1) day of Service per incident
System unavailability Notification (unplanned)	< 2 hours	The selected Contractor must notify the Commission of any unplanned system unavailability within two (2) hours of discovering or receiving notice of system unavailability.	Time from discovering or receiving notice of system unavailability until notification is sent to the Commission.	Continual	one (1) day of Service per incident
Addition of Users	Three (3) business days	Additions of new users (This SLA is exempt if the Solution provides the Commission access to perform account management (additions, deletions, changes, etc.)	Time from request for account addition until the time account is created and notification is received	Continual	one (1) day of Service per incident

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Service Credit
System Change Request	Two (2) business days	Upon receipt of request for System Change Request/Content update from the Commission the Contractor shall provide the Commission with a work plan for executing the System Change Request/Content update.	Time from request for a System Change Request/Content update until the time work plan is received.	Continual	one (1) day of Service per incident
Problem Circumvention or Resolution Time	1-Urgent Priority within 2 hours 2-High Priority within 1 calendar day 3-Standard Priority within 1 week 4-Low Priority within 1 month	The time required for circumvention or solution after reporting a problem.	Time from problem/incident is reported until the problem is resolved or circumvented	Continual	one (1) day of Service per incident
Solution Support Availability	99% availability during core hours	Percentage of time that supports requests made via phone, voicemail, email, chat etc. are answered by live agent 24x7x365.	Total number of calls answered by live agent / Total calls	Continual	one (1) day of Service per incident

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

Downtime or Degradation of Service Period. In the event of Downtime or Degradation of Service, the Commission shall be eligible to receive a Service Credit per incident. Only one Service Credit can be applied within a twenty-four (24) hour period. Examples: If the system/service has one Downtime period, the Commission shall be eligible to receive one Service Credit. If the system/service has two Downtime periods, from multiple events at least twenty-four (24) hours apart, the Commission shall be eligible to receive two Service Credits.

Problem Circumvention or Resolution Time Priorities

- 1-Urgent Priority – Hosted system or major functionality of system is not available or operational for all users
- 2-High Priority - Hosted system or major functionality of system is not available or operational for multiple users, or a major function not available for a single user.
- 3-Standard Priority – Minor function of hosted system is not operational for multiple users but all other functionality is available and operational for users
- 4-Low Priority - Minor function of hosted system is not operational for single user, but all other functionality is available and operational for users

Addendum No. 1

RFP # 16-10340-7337

Automated Fuels Management Solution Services

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

REVISION

1. The response date referenced in Part I-12 of the RFP has been extended and revised as follows:

To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before 2:00 PM local time on ~~Tuesday, May 24, 2016~~ **Thursday, June 2, 2016.**

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of April 27, 2016. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Can I please get a copy of the contractor provisions regarding the RFP for Fuel Management?

See Section I-6 of the RFP, Contractor Integrity Provisions.

2. Is the current authorization process what you would like to use in the future? If so, what are the Fobs (HID, Key?) and cards (WEX, HID, or proprietary encoded card?) currently being used?

PTC is willing to consider any technology in respect to the authorization process. The current Fobs contain electronic info including but not limited to vehicle number, type of fuel, maximum amount of fuel, and department. In addition, PTC ID cards with magnetic strips are used for fueling at PTC owned sites.

3. Are you using your WEX cards to authorize fuel at the Turnpike owned sites? If so, are you authorizing locally or through the WEX network?

No, PTC does not use the WEX cards for fueling at PTC owned sites.

4. What is the brand of current system in use today?

Trak Engineering

5. With the current system, is there a controller in the shed separate from the card reader pedestals at the Island or are the units combined in one unit on the Island?

The "Century" controllers are at the island pedestals. There is currently a unit connected (RS232) to the controller. This unit is used to transmit the data, using 900 MHz, to the maintenance facility, where a paired unit is connected to the IP network for communications with the host system. The host system polls the controller unit each night to collect data held on the controller since the previous successful polling cycle.

6. Can you provide Appendix F and K in Excel for answer input?

Appendix F and K have already been provided in Excel format as part of the original solicitation package via attachments in the PDF document.

7. Is it the desire for the Turnpike to continue to host the database and software internally or for it to be hosted by the vendor?

See Section IV-2.a.ii, "Software"

8. Are the current dispensers Electronic or Mechanical?

Mechanical

9. Please provide the count of hoses, dispensers, and controllers/card reader pedestals at each location.

See Appendix H. Sites with LPG have one hose with one pedestal. Sites with gas and/or diesel pumps each have 2 hoses per dispenser. All sites only have one dispenser of gasoline and one dispenser of diesel except where noted in Appendix H.

10. Where can I find the Representations and Certifications that are required with proposals for the Commonwealth?

All requirements are defined within the RFP document.

11. Where can I find a listing of the PA Turnpike's policies referenced in the solicitation?

PTC policies are available on the PTC website (www.paturndpike.com) via the Policy Letters Manual.

12. The website does not have any Q&A responses. Were there any?

Questions and their responses are contained in this document.

All other terms, conditions and requirements of the original RFP dated April 11, 2016 remain unchanged unless modified by this Addendum.