

REQUEST FOR PROPOSALS FOR

Cloud Based Vendor Portal

ISSUING OFFICE

**Pennsylvania Turnpike Commission
Contracts Administration Department
on behalf of the
Information Technology Department**

RFP NUMBER

RFP 18-10340-8063

DATE OF ISSUANCE

May 4, 2018

**REQUEST FOR PROPOSALS FOR
RFP 18-10340-8063**

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CALENDAR OF EVENTS

RFP# 18-10340-8063

The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest.

Activity	Date	Time
Request for Proposals Issued	May 4, 2018	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturnpike.com	May 25, 2018	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O (<i>Estimate Only</i>)	June 11, 2018	N/A
Due Date for Proposals	July 3, 2018	2:00 PM
Oral Clarifications/Presentations (<i>If necessary</i>)	TBD	TBD
Anticipated Notice to Proceed (<i>Estimate Only</i>)	January 1, 2019	N/A

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 cloud based Vendor Portal integrated with SAP ECC, SRM, Lawtrac, and other associated services.

I-2. Issuing Office. This RFP is issued for the Commission by the Contracts Administration Department on behalf of 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 a cloud based Vendor Portal integrated with SAP ERP Central Component (ECC), Supplier Relationship Management (SRM), Computer Aided Dispatch System (CADS), Lawtrac, 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. The Commission intends to award one contract as a result of this RFP. It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services 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 the Integrity Provisions and other related documents on the Commissions website at www.paturndpike.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. Procurement Schedule of Events. The current Schedule for Key Procurement Dates for this procurement process leading to an award of the Contract is provided in the Calendar of Events, page 1 of this RFP. The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest. All changes to these dates and/ or times up to and including the due date for Proposals will be issued as an addendum to this RFP and will become part of this RFP and will be posted to the Commission's website at <https://www.paturmpike.com/procurement/Bidlist.aspx?rtype=o>.

Unless otherwise notified in writing by the Commission, the dates indicated below for submission of items or for other required actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time and date stated shall cause a Proposer to be disqualified. All times stated are in Harrisburg, PA local time and are subject to change.

I-11. Questions and Answers. There will be no pre-proposal conference for this RFP. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any Commission member, employee, consultant/contractor. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions shall be submitted by email to RFP-Q@paturmpike.com with **RFP 18-10340-8063 Cloud Based Vendor Portal** in the Subject Line to be received no later than the date and time provided on the Calendar of Events. All questions and written answers will be issued as an addendum to and become part of this RFP and will be posted to the Commission's website at (<http://www.paturmpike.com/procurement/Bidlist.aspx?rtype=o>), approximately on or before the date provided on the Calendar of Events and only if necessary. Proposers shall use the form provided in **Appendix B** to submit the questions.

I-12. 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 (<http://www.paturmpike.com/procurement/Bidlist.aspx?rtype=o>). 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 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-13. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before the date and time provided on the Calendar of Events. The Commission will **not** accept proposals via email or facsimile transmission.

Overnight Delivery Address:

Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057
Phone: (717) 831-7429

US Mail Delivery Address:

Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
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-14. 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 six (6) hard copies of the Technical Submittal, six (6) hard copies of the Diverse Business (DB) participation submittal, and six (6) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two **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 C 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 180 calendar 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.

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-15. 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-16. Discussions for Clarification and Demonstration. Proposers who submit proposals may be required to make an oral or written clarification of their proposals and/or a demonstration of their proposed solution 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 and/or demonstration.

I-17. 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-18. 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-19. 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-20. 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-21. 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-22. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-23. 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-24. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end four (4) years after the effective date, with the option to renew for an additional 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-25. 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.
- 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-26. 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 disclosure 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-27. Data/Information Security Breach Notification. "Breach" shall mean any attempted or successful unauthorized acquisition, access, use, or disclosure of Commission data that compromises the security or privacy of such data.

"Commission Data" means Commission provided information and Commission related information acquired as a result of the services provided to Commission under this Agreement.

Proposer shall report to the Commission any Breach affecting Commission Data. The notice to be provided to the Commission by Proposer shall be provided without unreasonable delay and no later than within 48 hours of Proposer's discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the Proposer knows or reasonably should have known of the Breach. The notice to be provided to the Commission by Proposer shall be made in writing to the Commission's Information Security Officer and shall include the following content: (i) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the Proposer is taking to remediate the Breach; and (4) steps the Proposer is taking to mitigate future Breaches. Following notification of the Breach, Proposer shall cooperate with the Commission's investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the Commission may reasonably request. Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Graham Leach Bliley Act, Proposer shall provide the Commission with copies of any template notification letters and draft regulatory correspondence for Commission's prior

approval. Proposer shall provide any notifications required under the applicable data privacy laws on behalf of the Commission at the request of Commission. The Commission reserves the right to handle any notifications required and shall notify Proposer if the Commission will be handling the required notifications. Upon request, Proposer shall provide the Commission with its cyber-security policies and procedures. Proposer agrees to reimburse the Commission for any and all reasonable costs associated with the Commission's response to Proposer's Breach, including any fees associated with the Commission's investigation of Proposer's Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

I-28. Virus, Malicious, Mischievous or Destructive Programming. Proposer warrants that the licensed product as delivered by Proposer 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 Proposer's sole obligation, for any breach of the foregoing warranty shall be for Proposer 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 have not been modified by any party other than Proposer;
- 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 Proposer 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 Proposer 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 Proposer is the material cause. The Commission and the Proposer 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 Proposer 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 Proposer 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 Proposer completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Proposer may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Proposer 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 Proposer 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 Proposer 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 Proposer and collected by the Commission by deducting them from the invoices submitted under this Contract or any other contract Proposer has with the Commission, by collecting them through the performance security, if any, or by billing the Proposer 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 Proposer and Subcontractor, and without their fault or negligence, the Proposer 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 Proposer to meet the required performance schedule.

I-29. Insurance. Proposer will comply with the Insurance requirements as described in Appendix D - Insurance Specification.

I-30. 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, Section II-1 a through 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 C)

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: **Cloud Based Vendor Portal, RFP 18-10340-8063**. Appendix C 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 C 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. Table of Contents

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

C. Executive Summary

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. (Limit to two pages.) 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.

D. Firm Overview

Provide a brief history and description of your firm's business organization and its cloud based Vendor Portal integrated with SAP ECC, SRM, CADS, Lawtrac, and associated service 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 SAP ECC, SRM, CADS, and Lawtrac consultants or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

If you propose to subcontract any portion of the work described 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 description 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 cloud based Vendor Portal integration with SAP ECC, SRM, CADS, Lawtrac, and associated services as described in Part 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 listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your cloud based Vendor Portal integration with SAP ECC, SRM, CADS, Lawtrac, and associated services expertise and experience as it relates to Part IV of this RFP. Additionally, include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide cloud based Vendor Portal implementation with SAP ECC, SRM, CADS, Lawtrac, and associated services in accordance with the same.

Describe your firm's experience in providing similar cloud based Vendor Portal implementation with SAP ECC, SRM, CADS, Lawtrac, and associated 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.

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years.

Include a statement regarding any other specialized cloud based Vendor Portal implementation services your firm may offer.

G. Approach

Provide a description of the proposed approach/methodology that you will follow, along with a project plan and realistic timeline that identifies the phases and tasks required to complete the services defined in Part IV. Include in this section the deliverables and reports that will be provided, the project controls that will be used, and the tasks that will be performed.

Provide a description of all of the deliverables that you will provide as an output of the project plan.

Provide relevant samples of deliverables and project plans from similar services that your firm was primarily responsible for producing.

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.**

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-11, 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 Breakdown. 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. These resources and rates will be used for negotiations for additional use cases during the life of the contract. 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 selected Proposer 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 selected Proposer 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 selected Proposer 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. Proposer's relevant experience and expertise in conducting a cloud based Vendor Portal implementation with SAP ECC, SRM, CADS, Lawtrac, and associated services as it relates to the requirements discussed in Part IV of this RFP.
 - 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.
 - d. Response of references if the Commission elects to solicit them.

2. Approach

- a. Understanding of the Commission's needs and scope of work.
- b. Soundness of proposed approach, methodology, and deliverables for conducting a cloud based Vendor Portal implementation with SAP ECC, SRM, CADS, Lawtrac, and associated services as it relates to the requirements discussed in Part IV of this RFP.
- c. Responsiveness to the Commissions 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 proposals to supply the Commission with a cloud based Vendor Portal solution integrated with SAP ECC, SRM, CADS, Lawtrac, and associated services. The selected Proposer will provide a hosted solution including hardware, software, internal and external systems integration with affiliated implementation, maintenance, training and on-going support services.
- b. **Specific.** The Commission is seeking to improve Commission and vendor collaboration and further streamline and enhance business processes through the use of a cloud based Vendor Portal.

By procuring and implementing a cloud based Vendor Portal, the Commission will:

- Reduce activities performed by PTC resources (Invoice entry, vendor master maintenance, etc.)
- Reduce data entry errors (Invoices, duplicate payment, vendor master, etc.)
- Improve communication(s) with vendors (Purchase order acknowledgements, shipping notifications, bid responses, etc.)
- Increase vendor responsibility to retrieve documentation sent by PTC
- Increase vendor data analytics for diverse businesses and subcontractors
- vendor data analytics for diverse business and subcontractors.
- Track vendor performance metrics
- Improve documentation exchange with vendors

IV-2. Nature and Scope of the Project.

- a. **Scope.** The Commission intends to implement a cloud based Vendor Portal integrated with SAP ECC, SRM, CADS, Lawtrac and associated services.

The Selected Proposer will:

- Provide and install all hardware and software required to Host, Maintain, and Support a Vendor Portal solution.
- Provide a solution that conforms to the desired functionality in Appendix G – Use Cases Response Matrix and granular requirements documentation.
- Conform to Appendix H – Hosting Requirements.
- Provide hardware and software maintenance support during the build out of the solution and following Go-Live.
- Provide integration with SAP ECC, SRM, CADS, Lawtrac, and cloud based Vendor Portal functionality established during the project blueprinting.
- Train an estimated 35-50 Commission users on the cloud based Vendor Portal solution
 - Training will be held at the Commission’s Central Administration Building (“CAB”) located at 700 S. Eisenhower Blvd., Middletown, PA 17057. The number of trainees for each training roster will be determined jointly by the Commission

and the Selected Proposer to increase classroom learning success. The Selected Proposer shall receive Commission approval for the training plan and materials, training environment, and other associated documentation prior to conducting Commission user or vendor training.

- Provide on-line vendor training and support for the cloud based Vendor Portal solution for a period of 30 days following Go-Live
 - Location is determined by participant and will require the Selected Proposer to conduct the class in a virtual environment. The Commission is open to discuss specific presentation solutions the Selected Proposer may deem appropriate to complete this training. The Selected Proposer shall receive Commission approval for the training plan and materials, training environment, and other associated documentation prior to conducting Commission user or vendor training.
 - i. **Software.** The Selected Proposer will be responsible for providing a hosted/off-premise cloud based Vendor Portal solution ready for use while complying with the Commission's Business and System Requirements. The Selected Proposer will provide training with supporting documentation to Commission users and vendors prior to deployment.
 - ii. **Maintenance and Support.** The Commission seeks ongoing hardware and software maintenance and support following implementation of the system. The Selected Proposer will provide incident resolution and perform system upgrades as required and in compliance with defined Service Level Agreements in **Appendix I – Service Level Agreement.**
- 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 Selected Proposer's Project Manager to coordinate Commission resource availability and assure the project executes according to the contract.

IV-3. Requirements.

High level requirements for the cloud based Vendor Portal are identified as Use Cases within Appendix G – Use Case Response Matrix. Granular requirements suitable for deployment of the cloud based Vendor Portal solution will be identified during the blueprinting process.

Additional use cases or modifications to use cases as defined in Appendix G.

As part of this design, build and implementation project the need for some additional use cases not yet anticipated or defined within specified Tasks, but within the Contract scope, may be identified by the Commission or the Selected Proposer. In the event that such additional use cases are identified, the Selected Proposer shall propose the level of effort, any associated costs and a schedule for completion.

The agreement for inclusion of the additional use cases, associated costs and completion schedule, or any such change that results in an increase or decrease in the total value of the Contract, shall be formalized in writing by an exchange of letter signed only by both parties, the Selected Proposer and the Commission's Chief Technology Officer.

IV-4. Tasks.

This section describes the tasks and deliverables that are required to implement a cloud based Vendor Portal that can be operated by Commission staff.

The Selected 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: Granular Requirements – Blueprinting Process.** The Selected Proposer will work with the Commission stakeholders to document and develop granular requirements necessary to provide a fully functional cloud based Vendor Portal solution that meets or exceeds Appendix G – Use Case Response Matrix and integration with internal and external systems.

Summary of Task 1 Deliverables.

- 1.1. Granular Requirements Documentation
 - 1.2. Granular Requirements Change Control Management Plan
 - 1.3. Granular Requirements Communications Management Plan
- 2. Task 2: Project Plan Documentation.** The Project Plan details major development, testing and implementation milestones, responsible personnel and timelines. The Selected Proposer will develop and maintain the cloud based Vendor Portal Project Management Plan by incorporating input from the Commission's stakeholders to establish the timeline and necessary resources of the cloud based Vendor Portal Project. The Selected Proposer will document strategies to manage issues, risks, change control, scope, and communications.

The Selected 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. See Appendix J – Project Plan Example Content for example content of the project plan.

Summary of Task 2 Deliverables.

- 2.1 Project Plan
 - 2.2 Issue Management Plan
 - 2.3 Risk Management Plan
 - 2.4 Change Control Management Plan
 - 2.5 Communications Management Plan
 - 2.6 Project Issues Log
 - 2.7 System Interface and Configuration Documentation
- 3. Task 3: System Preparation and Testing.** The Selected Proposer will establish both a Development Environment and a Test Environment. The Selected 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 Selected Proposer will provide support services and assistance to the Commission's staff assigned for testing.

- **System Preparation.** The Selected 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 Selected Proposer to create and/or modify Portal and GUI screens, create report layouts, load the database tables and perform all necessary system preparation. The Selected 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.
 - Selected Proposer will promote functionality into the Production Environment only after Commission approval.

The Test Environment will:

- Control and limit transactions to only authorized users.
 - Connect to network.
 - Validate system integration and functionality.
 - Enable the System Administrator functionality:
 - Establish PTC user roles.
 - Establish Vendor user roles.
 - Establish Vendor submittal approval routing.
 - Monitor system performance.
 - 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 Selected 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 Selected Proposer will provide test scripts for each category (Software, Hardware and Communication). Tracking defect resolution will occur through the PTC Quality Center tool.
 - Software Testing Documentation.
 - Hardware Testing Documentation
 - Communication Testing Documentation

Summary of Task 3 Deliverables.

- 3.1 Software Testing Documentation
- 3.2 Hardware Testing Documentation
- 3.3 Communications Testing Documentation

4. Task 4: Implementation. The Commission will authorize the Selected Proposer to proceed according to the agreed upon Project Plan, Go-live Documentation, and Support Documentation. The Selected Proposer will prepare the Implementation documents for the Commission's review and approval prior to deploying into the production environment. The Maintenance and Support Period will begin immediately following the post implementation test period, after successful solution deployment into the production environment, and Commission acceptance.

- 1. **Training Documentation.** Training Documentation will include a plan for delivering training the Vendors and PTC personnel as well as development of the training materials.
 - 1.1. Training plan
 - 1.2. Training material
 - 1.3. Quick Reference Cards (QRC)
- 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.
- 4. **Maintenance and Support.** Includes work required to host, administer, maintain, and support the Vendor Portal Solution and to complete the successful turnover of the solution. The Proposer shall document this cost in Appendix F – Cost Breakdown.

Summary of Task 4 Deliverables.

- 4.1 Training Plan
- 4.2 Training Material
- 4.3 Quick Reference Cards (QRC)
- 4.4 Go-Live Documentation
- 4.5 Software, hardware, communication installations/configurations
- 4.6 Software, hardware, communication modifications/enhancements
- 4.7 Maintenance and Support plan

5. Task 5: Recurring monthly subscription services/licensing. Upon successful configuration and implementation of the solution, the selected Proposer will provide ongoing hosting, maintenance and support services in adherence to the requirements defined in Appendix H – Hosting Requirements and in concurrence with the SLAs defined in Appendix I – Service Level

Agreement. 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 Selected Proposer will update tasks as defined in the Project Plan and make the current plan available to Commission Oversight personnel upon request.
- b. Status Report.** The Selected Proposer will compose and provide weekly status reports.

During implementation, the Selected 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 Selected Proposer in its proposal, as amended or approved by the Commission.

Once the system is operational, the Selected Proposal will compose a monthly report to include any planned/unplanned downtime, polling percentages if applicable, and 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 Selected 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 Selected 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 are 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. Final Report.** The Selected Proposer will participate in an Annual Contract Review Meeting with the Commission. A minimum of two (2) weeks prior to the meeting, the Selected 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 Selected 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 _____, 2018, 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 professional services to manage, upgrade, host, maintain, and provide help desk support for the **COMMISSIONS**’s Electronic Bidding System (EBS) for construction contracts;

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 Electronic Bidding System (EBS) and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

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 four (4) years 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.

The term may be extended for an additional three (3) years incrementally or in one step by a writing signed by both parties.

This Agreement will not terminate until the **COMMISSION** accepts all work as complete and tender's 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**.

The **Commission** requires the ability to open the contract for review and/or termination without penalty should the **CONTRACTOR** be acquired, merge, declare bankruptcy, or in any other means become incapable of delivering the services and/or abiding by the terms of the signed

agreement and/or the associated addendums.

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)".

Data/Information Security Breach Notification

"Breach" shall mean any attempted or successful unauthorized acquisition, access, use, or disclosure of **COMMISSION** data that compromises the security or privacy of such data.

"Commission Data" means **COMMISSION** provided information and **COMMISSION** related information acquired as a result of the services provided to **COMMISSION** under this Agreement.

CONTRACTOR shall report to the **COMMISSION** any Breach affecting **COMMISSION** Data. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be provided without unreasonable delay and no later than within 48 hours of **CONTRACTOR**'s discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the **CONTRACTOR** knows or reasonably should have known of the Breach. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be made in writing to the

COMMISSION's Information Security Officer and shall include the following content: (i) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the **CONTRACTOR** is taking to remediate the Breach; and (4) steps the **CONTRACTOR** is taking to mitigate future Breaches. Following notification of the Breach, **CONTRACTOR** shall cooperate with the **COMMISSION's** investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the **COMMISSION** may reasonably request. Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Graham Leach Bliley Act, **CONTRACTOR** shall provide the **COMMISSION** with copies of any template notification letters and draft regulatory correspondence for **COMMISSION's** prior approval. **CONTRACTOR** shall provide any notifications required under the applicable data privacy laws on behalf of the **COMMISSION** at the request of **COMMISSION**. The **COMMISSION** reserves the right to handle any notifications required and shall notify **CONTRACTOR** if the **COMMISSION** will be handling the required notifications. Upon request, **CONTRACTOR** shall provide the **COMMISSION** with its cyber-security policies and procedures. **CONTRACTOR** agrees to reimburse the **COMMISSION** for any and all reasonable costs associated with the **COMMISSION's** response to **CONTRACTOR's** Breach, including any fees associated with the **COMMISSION's** investigation of **CONTRACTOR's** Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

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 have 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.

Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to 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 disclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by **CONTRACTOR** or its subcontractors under any employee benefit act including but not limited to Workers’ 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. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a “Person”) of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the **CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**’s learning that the information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the

CONTRACTOR without use of or reliance on the Confidential Information.

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

a) require all of its employees to maintain such confidentiality;

b) take appropriate action against its employees, officers, and subcontractors for any and all violations of this Agreement.

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	Leslie S. Richards	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. _____

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Pennsylvania Turnpike Commission (“Commission”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commission contracting and procurement process.

I. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. “Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. “Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. “Contractor”** means the individual or entity, that has entered into this contract with the Commission, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. “Financial Interest”** means either:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.
- f. “Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

II. In furtherance of this policy, Contractor agrees to the following:

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause

the Contractor's certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.

- 10.** For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			RFP #: 17-10340-8063
		Proposer Name:			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					

**APPENDIX C – PROPOSAL COVER SHEET
 Pennsylvania Turnpike Commission
 CLOUD BASED VENDOR PORTAL**

RFP# 18-10340-8063

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

Proposer Information:	
Proposer Company 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

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs this Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met.

The Pennsylvania Turnpike Commission

Before starting any work and until completion and final payment is made for the work, or final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. Contractor shall furnish Certificates of Insurance showing the effective date of coverage as outlined below. No work may be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. Contractor shall be responsible for ensuring that all Subcontractors hired by the Contractor are properly insured. Contractor shall not permit any such Subcontractors to start work until such evidence has been provided to the Contractor.

- 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) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If 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 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, except for Professional Liability Insurance, shall be written on an "occurrence" basis.
- d) The 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, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

If the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide the Commission with Certificates of Insurance, showing 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 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

The Pennsylvania Turnpike Commission

identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Upon completion of the contract, an additional certificate(s) of insurance evidencing coverage shall be provided to the Commission with final application for payment.

- f) The Commission, and its Commissioners, officers, employees and agents shall be added as ADDITIONAL INSUREDS on all required liability policies (except Workers' Compensation and Professional Liability) for ongoing operations and completed operations on a primary noncontributory basis.

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: Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the required insurance (except Professional Liability).
- h) The amount of insurance in the required coverages shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described below shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) 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 Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to its 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

The Pennsylvania Turnpike Commission

Bodily Injury by Disease: \$500,000 Policy Limit

- c) Includes sole proprietorships and officers of corporation who will be performing the work.

2. **Commercial General Liability:**

Provided on standard ISO forms 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

3. **Automobile Liability:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If Contractor does not have any Owned Vehicles, Contractor is 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: \$4,000,000
 - Aggregate Limit (where applicable): \$4,000,000

5. **Professional Liability:**

- a) The definition of "Covered Services" shall include the services required in the scope of this contract.
- b) Minimum Limits of Liability:
 - Per Claim: \$2,000,000
 - Aggregate: \$2,000,000
- c) If the policy is issued on a claims-made form, the following requirements will apply:
 - 1. The retroactive date must be on or before the start of work under this contract;
 - 2. In the event of policy termination, cancellation or non-renewal, the Contractor must purchase "tail coverage/an extended reporting period" or

The Pennsylvania Turnpike Commission

maintain coverage for a period of three (3) years after the completion of their work/final payment.

6. **Network Security and Privacy Liability:**

- a) Contractor shall maintain the following coverage including but not limited to:
 - (1) Network Security Liability for third party liability arising out of hacking, network system intrusions, unauthorized access/use to data or systems, distribution of malicious code, denial of service and cyber extortion.
 - (2) Privacy Liability 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 (including Payment Card Information (PCI) Loss:

Per Claim:	\$2,000,000
Aggregate:	\$2,000,000

- c) Minimum Limits of Liability:
Privacy Breach Notification and Credit Monitoring: \$2,000,000 Per Occurrence

APPENDIX E

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.

Cloud Based Vendor Portal RFP 18-10340-8063

Proposal Supplier Name:	
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Instructions:

- | |
|--|
| 1. Make no changes to Appendix F. |
| 2. Complete the green fields for roles that may be assigned to additional services required in the RFP |
| 3. Save the workbook and provide it as part of your cost submittal as defined within the Request for Proposal. |

Role Description	Hourly Cost
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Use Case Response Matrix

For each Use Case, put an “X” in the column most appropriate to the proposed Vendor Portal service.

Please use the “Does not align” or “Other” columns for cases where the product is not designed to support the Use Case. One X per Use Case. Use the associated sections of the technical proposal to discuss any misalignment/ other responses. The Pennsylvania Turnpike Commission (PTC) anticipates requesting product demos of multiple scenarios.

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with MCT solution	Other
User Stories						
Solution Scenarios						
1. The solution will provide suppliers the ability to propose substitute part numbers, prices, delivery dates, freight terms, etc., that route internally for approval						
2. The solution will provide Vendors the ability to propose or submit material master updates for approval						
3. The solution will provide PO acknowledgment(s) functionality						
4. The solution will provide proof of delivery document/notification functionality						
5. The solution will provide shipping notification(s) functionality						
6. The solution will provide shipping and returning of goods to vendor activities through the portal						
7. The solution will enable vendors to view real-time status of their PO's including Confirmation Completed, Not Completed, or Partially Completed including details						
8. The solution will provide “Reverse Auction” functionality						
9. The solution will provide configurable Vendor Performance evaluation functionality and reports						

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with MCT solution	Other
10. The solution will provide the ability to Route Bids to Suppliers based on their product categories and geographical areas covered						
11. The solution will provide Contract and PO award notifications through the portal						
12. The solution will provide vendor the ability to accept or reject Contracts or POs through the portal						
13. The solution will provide the ability to advertise, release and receive RFXs, RFPs and RFIs on Portal						
14. The solution will provide the ability to post bid results including bid tabulations on Portal						
15. The solution will provide increased bidding documentation functionality						
16. The solution will provide the ability for vendors to submit bid responses through the portal						
17. The solution will provide vendors the ability to submit PTC Ethics Compliance Agreement(s) through the portal						
18. The solution will provide vendors the ability submit request for Non-Revenue keys/cards						
19. The solution will provide the ability to track insurance certification expiration dates						
20. The solution will provide link to the PennDOT website						
21. The solution will provide ability to add links to all Commonwealth of PA websites						
22. The solution will provide the ability to add Hyperlinks and information to and about other key websites used in various validation processes						

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with MCT solution	Other
23. The solution will provide ability to Post Pre-Award Requirements						
24. The solution will provide Vendor Questionnaire opportunities to evaluate suppliers						
25. The solution will provide vendor(s) the ability to itemize sub-contractor expenses, including tracking sub-contractor expenses with existing PTC Primary contractors/Contracts						
26. The solution will provide Vendor Registration creation and approval capabilities						
27. The solution will enable vendors to create and maintain Vendor Master information, but approved by the PTC						
28. The solution will provide vendors the ability to maintain multiple contact Email Addresses for procurement document(s) OUTPUT						
29. The solution will provide vendors the ability to submit and track Diverse Business certification documentation and expiration dates						
30. The solution will provide the ability to submit and track required W-9 forms, Certificates of Insurance, etc.						
31. The solution will provide ACH payment request and Enrollment opportunities						
32. The solution will provide vendor(s) the ability to submit invoices through the portal						
33. The solution will provide improved payment tracking and duplicate payment reduction opportunities						
34. The solution will provide multiple Invoice submittal template options for approval routing purposes						
35. The solution will require vendor to match invoice line items to match PO line items during Invoice Verification process						

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with MCT solution	Other
36. The solution will provide hard stop error when "submitting" incorrect invoice required data						
37. The solution will provide PTC with surrogate bidding options on behalf of the vendor						
38. The solution will provide "Live" data feed from ECC/SRM to vendor portal						
39. The solution will provide robust "Real-Time" reporting						
40. The solution will provide integration with On-base (repository) including routing of attachments						
41. The solution provider will manage Portal User ID's with SSO Active Directory capability						
42. The solution provider will create and maintain passwords, logon data, locked accounts and help desk issue related to the portal						
43. The solution provider will provide application support services (Helpdesk, on-line CHAT, bug fix, etc.) to both PTC and Vendors						
44. The solution provider will possess security for Active Directory and non-Active Directory users						
45. The solution provider must provide interface with the PTC Computer Aided Dispatch System (CADS) to reduce time in verifying incident(s) associated with Invoices.						
46. The solution provider must provide Mobile Notification and Approval capabilities						
47. The solution provider must provide three environments (DEV., QA., PROD.)						

	Vendor Response					
Use Case	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with MCT solution	Other
48. The solution will provide an intuitive user interface with Context-sensitive help functionality						
49. The solution will provide the ability to send mass email notifications to all PTC vendors or isolated vendors based on their product categories and/or geographical areas.						
50. The solution will provide a Bulletin Board functionality to post messages and alerts.						

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 Vendor shall supply all hosting equipment (hardware and software) required for performance of the Contract.
2. The selected Vendor shall provide secure (SSL, HTTPS, or similar) access to all levels of users (as defined by the PTC) via the internet.
3. The selected Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity.
4. The selected Vendor 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 Vendor shall use commercially reasonable efforts to ensure that it and its datacenter Vendors 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 Vendor's controls shall at a minimum meet applicable law and the standards set forth in Cybersecurity Framework, NIST SP800-53 rev 4, 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 Vendor shall immediately notify Customer 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 Vendor shall promptly notify the Information Security Officer or his or her designee within 24 hours or sooner by telephone or email of such incident. A follow-up written letter shall be sent within the same 24-hour period following the data breach. The selected Vendor shall (1) cooperate with the Customer as reasonably requested by the Customer 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 Vendor's breach of its obligations under this Agreement, the selected Vendor 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 Vendor 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 Vendor has the responsibility to ensure that servers are located in a climate-controlled environment. Vendor 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 Vendor 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 Vendor shall use industry best practice and completely test and apply patches for all third-party software products before release.
11. The selected Vendor shall provide ongoing software updates for the proposed solution as they become available and in compliance with the defined maintenance windows. The selected Vendor shall completely test updates; such updates may include bug fixes, patches and other improvements.

B. System Availability

1. The selected Vendor 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 during the hours of 12:00 AM and 5:00 AM. Advance notification of a minimum 7 business days must be provided for scheduled maintenance.
2. From time to time, emergency maintenance may be required to bring down the system. In such situations, if possible, the selected Vendor shall give advance notice, before the system goes down for maintenance, to the PTC and as defined in the Service Level Agreement (see Appendix F). The selected Vendor 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 Vendor will rollover to a backup site during any such emergency maintenance.

C. Security Requirements

1. The selected Vendor 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 Vendor must agree to third party application and vulnerability security scans on an agreed upon schedule.
3. The selected Vendor 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 Vendor 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 Vendor shall audit the data center (i) annually through an independent third party auditor and the audit results shall form part of the selected Vendor's SSAE 16 (or similar standard) report, against industry standard controls for data security and disaster recovery, that the selected Vendor shall make available to Customer upon its reasonable written request and (ii) upon Customer'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, Customer will be permitted to conduct a structured walkthrough of the applicable selected Vendor's data center to review the control environment and security practices relevant to the Customer Data and to review practices regarding disaster recovery, the selected Vendor's security and/or audit personnel will participate in the structured walkthrough with Customer. Customer will treat all records discussed pursuant to any such structured walkthrough as Confidential Information of the selected Vendor per the confidentiality terms of this Agreement.

D. Data Storage

1. The selected Vendor 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 Vendor to link to or interface with the data.
2. The selected Vendor 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 Vendor shall employ industry best practice disaster recovery and resiliency procedures to assist in preventing interruption in the use of the system.
2. The selected Vendor'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 Vendor 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 Vendor shall abide by all the PTC's policies and standards.
3. The selected Vendor shall comply with all federal and state security and privacy regulations.

G. Closeout

1. When the agreement term expires or terminates, and at any other time at the written request of the PTC, the selected Vendor must promptly return to the PTC all intellectual and physical property in whole or in part related to the agreement and to include, but not limited to and if applicable; system configuration data, Help

Desk data, all program code used in the development, testing, and production sites and all other data and information in file or document formats that is in the selected Vendor's possession or control.

2. The Customer will have access to the Service to export and retrieve its Customer Data for one hundred and twenty (120) days after the effective date of termination or expiration. Customer shall have the ability to access its Customer Data at any time during the subscription term set forth in this agreement in a readily readable, structured and documented format, such as csv-format or some other standard format offered by the selected Vendor. The selected Vendor shall provide to Customer certain transition services after termination of this Agreement at the selected Vendor 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 Vendor shall have no obligation to maintain or provide any Customer Data. At Customer's request upon termination or expiration of the Agreement, the selected Vendor shall, within a reasonable time period, remove, delete, purge, overwrite or otherwise render inaccessible all Customer 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. The selected Vendor shall provide the Customer a written and signed statement affirming the deletion, purging, overwriting, and rendering inaccessible all data associated with this Agreement.

Service Level Agreement (SLA)

For

Cloud Based Vendor Portal

1.0 Purpose

The purpose of this Support Service Level Agreement (SLA) is to define the provision of Vendor Portal Help Desk Support and Vendor Portal Hosting Site Maintenance Support services to the Pennsylvania Turnpike Commission (herein referred to as “the Commission”) and users of the Commission’s Vendor Portal solution.

CONTRACTOR will conduct business in a courteous and professional manner with the Commission and Vendor Portal users. Additional requirements under this agreement:

- All information obtained during the course of this work as strictly confidential and secured
- All communication from the Commission and Vendor Portal Users will be documented to establish contact information and document the nature of the problem
- Upon request from the PTC, all intellectual and physical property in whole or in part as a result of this contract for the Vendor Portal to include, but not limited to; system configuration data, Help Desk data, all program code used in the development, testing, and production sites of the Vendor Portal, and all other data and information in file or document formats associated with the Vendor Portal will be returned to the PTC on media approved by the PTC
- The CONTRACTOR shall maintain and support a dedicated secure Production website provided to the PTC for posting bids for their Business Partners with a 99.95% uptime/availability
- The CONTRACTOR shall maintain the operational hours of the Vendor Portal per **Table 1: Performance and Metric Standards**
- Vendor Portal Hosting and Solution Maintenance Support will begin the first day following PTC solution acceptance in part or in whole.

Downtime or Degradation of Service (DoS). In the event of Downtime/DoS, 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/DoS period, the Commission shall be eligible to receive one Service Credit. If the system/service has two Downtime/DoS periods, from multiple events at least twenty-four (24) hours apart, the Commission shall be eligible to receive two Service Credits.

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.

1.1 Scope of Support Services Provided Under This Agreement

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in an existing Vendor Portal function or a request for support that involves modifications to application code to fix a defect in an existing Vendor Portal application as a result of a version update to an application required for Vendor Portal functionality.

Request for System Change Request/Content (Work Order)

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of an existing system or part or any request to add functionality to the existing Vendor Portal or part. Such requests are only covered under this agreement if any one of the following is true;

1. The work is required to maintain the system intent and core functionality necessitated by industry standards,
2. The effort does not include the purchase of additional hosting capacity beyond that which is currently employed.

Help Desk Support Levels

- Level 1—directly fielded user telephone, email, or web request. Unresolved Level 1 requests are passed to level 2 within 1 hour of the report time.
- Level 2—resolves Mechanical or Network System operational issues. Requests that require code modification will be passed to level 3 support.
- Level 3—performs all code modifications to the Vendor Portal application to resolve the problem.

Vendor Portal Helpdesk Support Hours

Support Requests are taken by the appropriate level 1 help desk as follows:

Help Desk Levels	Hours	Phone Contact
Level 1	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor
Level 2	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor
Level 3	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)	Provided by Contractor

The performance metrics listed in Table 1 are anticipated to be used by Commission management to monitor Vendor Portal performance.

Table 1: Performance and Metric Standards

Performance Metric	Performance Target	Metric Definition	Performance Standard	Frequency of Review	Service Credit Due to Failure
Application Availability	System is online and available for all functions 7 days a week, 24 hours per day	System is defined as all hardware, software and application software that enables the day-to-day operation of the Commission’s Cloud Based Vendor Portal is available 7 days per week, 24 hours per day. Periodic scheduled downtime for maintenance will be coordinated with the Commission and will be excused from this Standard.	Minimum monthly uptime performance during Core Business Hours of Monday through Friday (6:00 AM – 8:00 PM Eastern Time) of 99.5%. Minimum monthly uptime performance during non-core business hours of 99.0%.	Continual	TBD during contract finalization

Performance Metric	Performance Target	Metric Definition	Performance Standard	Frequency of Review	Service Credit Due to Failure
Application Response Times	Effective system response time of all application transactions	All application transactions measured based upon average response time for the month during Core Business Hours. Specifics will be to measure internal response times excluding any network response times.	Internal response times for the Core Business Hours as follows: <ul style="list-style-type: none"> <input type="checkbox"/> 90% of monthly transactions in <0.75 seconds. <input type="checkbox"/> 95% of monthly transactions in < 1.5 seconds. <input type="checkbox"/> 98% of monthly transactions in <3.5 seconds. <input type="checkbox"/> 100% of monthly transactions in < 20 seconds. 	Weekly or dictated by failure(s)	TBD during contract finalization

Performance Metric	Performance Target	Metric Definition	Performance Standard	Frequency of Review	Service Credit Due to Failure
Critical Application Response Times	Expedited response time for mission critical transactions	Some business transactions are more time sensitive than others and require immediate response. Vendors will detail how they will work effectively to resolve issues that surface for the identified time sensitive transactions. The approach should address resolution of the issue in a minimum amount of time.	The Commission will identify these and the expectations during contract negotiation.	Weekly or dictated by failure(s)	TBD during contract finalization
Data Network Response Time	Response time from Service Provider to The Commission Network Entrance (switch). Service Provider will provide a dedicated line.	Specific timing of all transactions from Service Provider's operation switch to The Commission site switch during Availability period (as defined below).	99.8% of all monthly transactions performed in a 0.5 second response time or less.	Weekly or dictated by failure(s)	TBD during contract finalization

Performance Metric	Performance Target	Metric Definition	Performance Standard	Frequency of Review	Service Credit Due to Failure
Data Network Availability	Network of Service Provider to The Commission Network (Switch) Availability. This metric assumes the Service Provider will utilize a fail-over design.	Availability of Service Provider’s operation switch to The Commission site switch. Network is available 7 days a week, 24 hours per day. Availability excludes scheduled downtime for maintenance.	Available a minimum of 99.5% of the time during Core Business Hours and 99.0% of the time during non-Core Business Hours.	Weekly or dictated by failure(s)	TBD during contract finalization
System unavailability Notification	< 1 hours	The selected Contractor must notify the Commission of any system unavailability within one (1) hour 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	TBD during contract finalization

Performance Metric	Performance Target	Metric Definition	Performance Standard	Frequency of Review	Service Credit Due to Failure
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	N/A
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	N/A

Performance Metric	Performance Target	Metric Definition	Performance Standard	Frequency of Review	Service Credit Due to Failure
Solution Support Availability	95% availability during core hours	Percentage of time that support requests made via phone, voicemail, email, chat etc. are answered by live agent during core hours of Monday through Friday, 6:00 AM – 8:00 PM Eastern Time (EST), excluding PTC published holidays.	Total number of calls answered by live agent / Total calls	Continual	N/A
Support response time	Within 30 minutes during core hours	Any support request not answered by a live agent (ex. phone, voicemail, email, chat, etc.) Must be responded to within 30 minutes by a live agent during Core Hours of Monday through Friday, 6:00 AM – 8:00 PM Eastern Time (EST), excluding PTC published holidays.	Time from initial contact until a response is received.	Continual	N/A

Performance Metric	Performance Target	Metric Definition	Performance Standard	Frequency of Review	Service Credit Due to Failure
Root Cause Analysis	Proposer must prepare Root Cause Analysis Report for all incidents including: financial and customer service impact, mitigation steps, prevention strategies and any outstanding issues.	Root cause analysis reports are due to the Commission: Within 1 business day for P1 incidents; Within 3 business days for P2 incidents; Within 5 business days for P3 incidents	Proposer must brief the Commission to discuss the incident, its causes and corrective actions as soon as reasonably possible after the root cause analysis report has been created.	Continual	N/A
# and Age of Service Desk Tickets Created and Closed per Month by Priority	Receipt and tracking	Service Desk will be available 24/7/365 to receive and respond to user issues and requests	Provider will track # of incidents by priority, change requests and service requests created and report upon their open and closed age each month.	Weekly	N/A

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

24x7 support is out of scope and the incident response/resolution is restricted to business hours

1.2 Changes to Service Level Agreement

Fixed Applications - Fixed applications and versions implemented during the term of this agreement will move into Contractor's support model through development and maintenance process. These applications will be incorporated into the inventory of supported applications. Changes to the inventory of hardware (if applicable) and applications and versions supported will be reviewed on a regular basis.

1.3 Processes and Procedures Related to This Agreement

Call Management Process - Contractor's problem-ticket system will be used by all support team levels to record and track all problem reports, inquiries, or other types of calls received by all levels of support. This will provide the Pennsylvania Turnpike Commission with metrics in regard to Vendor Portal Hosting Support.

1.4 Reporting

Quarterly SLA Report - The Selected Contractor 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 Selected Contractor 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 Selected Contractor to submit an improvement plan that identifies the root cause of issues and specifically defines what the Contractor will do to raise performance to acceptable SLA levels. If performance continues to be substandard, the Commission can impose penalties as defined in this SLA agreement.

The Selected 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 Vendor Portal Project.**

The Selected Proposer will consider items such as capacity and availability of the Commission and Selected Offeror’s resources, impact on customers, end users, business community, business cycles, high-level dependencies among deliverable groups, etc. in composing the Initial Project Plan. The Selected Offeror 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 Vendor Portal 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 Selected 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 Selected Proposer is responsible for developing and implementing a risk management strategy and managing risks for the Vendor Portal 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 Selected 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 Vendor Portal 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 Selected Proposer is responsible for developing and implementing a communications management strategy and managing communications within the scope of the Vendor Portal Project.

System Interface and Configuration Documentation. The Selected 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.

Addendum No. 1

RFP # 18-10340-8063

Cloud Based Vendor Portal

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

REVISIONS

1. Replace Exhibit A – Standard Agreement in its entirety with the revised Exhibit A – Standard Agreement – Addendum #1 06-11-2018 provided as attached to this addendum.
2. Replace Exhibit G – Use Case Response Matrix in its entirety with the revised Exhibit G – Use Case Response Matrix – Addendum #1 06-11-2018 provided as attached to this addendum.

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of May 25, 2018. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.	18 of 23	IV-1(b)	Work Statement – Objectives – Specific	Does the Commission expect a custom coded application?	No. There may be custom coding required within the proposed tool to provide requested functionality.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
2.	18	IV-2.a.	Nature and Scope of the Project	The RFP indicates that 35 to 50 Commission users will require training on the new Vendor Portal solution. What is total volume of Commission users expected to use the solution? How many vendor users will be supported by the new system?	Commission users will consist of approximately 50. We currently have approximately 6000 vendors.
3.	G-4	Appendix G	Use Case #43	The RFP requests that contractor help desk services be provided as part of the application support services for the new solution. Is there an estimate of how many monthly help desk contacts will be generated by the new solution user base?	No estimate can be provided at this time. Help desk tickets can be generated related to vendor portal issues experienced by both PTC and vendors. Initial issues experienced by PTC personnel will be reported to the PTC Help Desk. If it is determined to be a Vendor Portal issue, a help desk ticket will be submitted to the Vendor Portal provider by PTC personnel. Login, user name and password issues will go directly to the Vendor Portal help desk.
4.	G-4	Appendix G	Use Case #43	What are the desired hours of operation for the requested contractor help desk services? Will weekend help desk services be required?	Monday through Friday 8:00AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.) No weekends.
5.	2	Part 1	I-4 Problem Statement	Will these integrations be point-to-point or through a middleware? What latency is expected by the term “live” data?	Middleware: PI Latency: immediate

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
6.	A-1	Appendix A	Standard Agreement	The agreement refers to the Electronic Bidding System. Should the agreement instead refer to the title of the solicitation Cloud Based Vendor Portal?	See Revision #1 above.
7.	General	Appendix G	Use Case Response Matrix	Does PTC have an eSignature tool in place or considering to have one for the Vendor Portal? Often, we see a need for an e-Signature capability as part of contracts management, is it reasonable to assume this is part of Lawtrac or another tool, or is this functionality expected of the Vendor Portal?	Currently PTC does not have an eSignature tool. However, the PTC is currently investigating eSignature options.
8.	General	Appendix G	Use Case Response Matrix	What scope of purchases is PTC considering? (i.e products, services, etc.)	Products and services.
9.	G-1	Appendix G	Column Headings	We assume that the reference to MCT in Appendix G is an error. We believe that MCT should be replaced with Vendor Portal. Is that correct?	See Revision #2 above.
10.	G-3	Appendix G	Use Case 34: The solution will provide multiple Invoice submittal template options for approval routing purposes	How many different types of invoice submittal templates does PTC envision?	Minimum of 3 (PO and Non-PO). Additional templates may be identified during blueprinting phase. See RFP Section IV4.Tasks . Task 1: Granular Requirements - Blueprinting Process

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
11.	G-4	Appendix G	Use Case 40: The solution will provide integration with On-base (repository) including routing of attachments	<p>Is there a requirement to transfer attachments to SAP ECC? Or just a respective URL is sufficient?</p> <p>What is the expected volume of documents? Are their encryption requirements for the integration when passing documents?</p>	<p>Requirement is to transfer attachments to OnBase.</p> <p>On average, approx. 250 per day.</p> <p>No encryption required</p>
12.	G-4	Appendix G	Use Case 43: The solution provider will provide application support services (Helpdesk, on-line CHAT, bug fix, etc.) to both PTC and Vendors	How many users (PTC and Vendors) does the PTC anticipate supporting?	6100
13.	G-4	Appendix G	Use Case 44: The solution provider will possess security for Active Directory and non-Active Directory users"	<p>Could you clarify what type of users are Active directory users and non-active directory users, and how many each for the portal?</p> <p>Will you want to use PTC's Active Directory to support vendor portal user accounts and single sign on for Vendor Portal Solution?</p> <p>How accurate is your current vendor contact information?</p>	<p>Product will have the ability for single sign on capabilities for PTC employees. The preferred mechanism is ADFS.</p> <p>Yes</p> <p>Fairly accurate</p>

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
14.	G-4	Appendix G	Use Case 45: The solution provider must provide interface with the PTC Computer Aided Dispatch System (CADS) to reduce time in verifying incident(s) associated with Invoices	Please describe the functionality of the required interface between the Portal and the CADS. Could you elaborate what type of application CADS is (i.e. COTS or custom, technology platform, interfaces, original vendor, etc.)?	Interface with the SQL database to verify incident number is present and valid. COTS system. Awarded proposer may be required to sign a Non-disclosure Agreement with Intergraph -Hexagon Public Safety.
15.	G-2	Use Case Response Matrix	The solution will provide the ability to add Hyperlinks and information to and about other key websites used in various validation processes	Is there a requirement to personalize this information or will all vendors see the same information?	All vendors will see the same information.
16.	G-3	Use Case Response Matrix	28. The solution will provide vendors the ability to maintain multiple contact Email Addresses for procurement document(s) OUTPUT	Will all notifications be done via email or do you require paper mailed notifications as well?	Email only

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
17.	G-3	Use Case Response Matrix	#29-30 Reference the ability to track different types of documentation	What is the expected tracking information? Is it just a status of documentation received/missing? Would notifications be automated to notify vendors or would they have to log into the portal to access status information?	<p>Vendors would log into the system to:</p> <ul style="list-style-type: none"> *submit certification documentation, track validity periods, send expiration notification at the end of certification period *Submit W-9 *Submit required Compliance Department documentation. *Proof of insurance documentation. *Insurance limits documentation *Other documentation will be identified through the Blueprinting phase. <p>After vendor submits required documentation, the solution will display status such as sent, received, awaiting approval, rejection, etc.</p> <p>All submittals will go through approval workflow.</p>
18.	G-4	Use Case Response Matrix	38. The solution will provide "Live" data feed from ECC/SRM to vendor portal	Is there a specific data type that you want to display to users or are you referencing the account-type data that will be required for interactions with the vendor?	<p>Vendor master data, approved material substitute list, Invoice status, Purchasing document(s) approval status, etc.</p> <p>Additional details may be discussed during blueprinting phase. See RFP Section IV4.Tasks.</p> <p>Task 1: Granular Requirements - Blueprinting Process</p>

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
19.	G-4	Use Case Response Matrix	39. The solution will provide robust "Real-Time" reporting	Are you looking to report on portal interactions (logins, user actions, clicks, form steps completed, etc.) or more broadly to include data from other systems? Are there sample reports which the system should produce or examples you can provide?	To be determined. PTC would like to review solution standard reports.
20.	G-4	Use Case Response Matrix	46. The solution provider must provide Mobile Notification and Approval capabilities	Is this limited to PTC internal employees that need to receive Notifications and perform Approvals?	No. External vendors will also need to receive notifications, approval and acceptance capabilities.
21.	G-5	Use Case Response Matrix	50. The solution will provide a Bulletin Board functionality to post messages and alerts.	Will PTC allow vendors to interact (comments, questions, follow, etc.) with the Bulletin Board, or will this be restricted to PTC?	Yes
22.	13	II-1 Technical Submittal	F. Relevant Experience and Expertise	Lawtrac is mentioned several times however there is no reference to the application in the use case matrix. Can you provide more detail on the required integration? Which Lawtrac modules are being utilized? How do you expect vendors to interact with the information?	Lawtrac provides and supports numerous business processes. Lawtrac supports two-way communication to and from SAP. The eBilling portion would interface with the vendor portal for invoice processing. We envision Legal services invoices to be entered through Lawtrac. However, the final integration solution will be determined during blueprinting

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
23.	n/a	n/a	General	Are there any expectations regarding the general User Experience?	Easy navigation.
24.	n/a	n/a	General	Would you provide wireflows or wireframes which show the core system transaction flows, or does response for the implementation project take into account consulting services for all UI design?	Business process maps exist. However, business process reengineering may occur during the blueprinting task. See RFP Section IV4.Tasks . Task 1: Granular Requirements - Blueprinting Process
25.	n/a	Na/	General	Is SAP the system of record? Is SAP used for both Customer Relationship Management and Financial Management?	Yes. Entire business is on SAP.
26.	n/a	n/a	General	Has Turnpike participated in any vendor demonstrations for a Vendor Portal solution prior to the publication of the RFP?	No.
27.	n/a	n/a	General	The use case around vendor activity seems to be more transactional in nature. Does the Turnpike have any initiatives around engaging with the vendor community in a different way?	No.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
28.	n/a	n/a	General	Does Turnpike wish for the vendor portal to reside under the existing website or if there is also a compelling case to upgrading the website at the same time, is Turnpike open to exploring this?	Yes.
29.	n/a	n/a	General	What tools and processes are currently in place for user experience and workflow efficiency optimization?	User Acceptance Testing (UAT) occurs prior to QA testing. PTC currently utilize "Process Control" workflow in SRM/portal for Shopping Carts, PO's and Contacts.
30.	n/a	n/a	General	What channels of communication are currently utilized with system users? Are different systems required to support each of these channels?	Email
31.	n/a	n/a	General	What methods are currently being used to segment users based on geographical location and/or product categories?	For vendors: County where vendors are located is currently documented. Product Category assignments are created and assigned through "Classification" and "Characteristics" in the vendor master. For internal users: assigned authorization(s) through security and through HR and SRM Organizational Structures.
32.	n/a	n/a	General	How is process status and transparency currently communicated to users?	Vendors do not have access to document statuses.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
33.	n/a	n/a	General	What specific KPIs/KBOs need to be reported and to whom?	Several examples may include; Accuracy of Invoice (matching PO quantity, total dollar amount of PO, PO number), timeliness of submission of invoice, and volume of invoices and/or high dollar amount of invoices per month. Additional details may be discussed during blueprinting phase. See RFP Section IV4.Tasks. Task 1: Granular Requirements - Blueprinting Process
34.	n/a	n/a	General	To which mobile applications will notifications be sent? Do these applications already support approval functionality?	PTC does not perform any procurement approvals through mobile devices at this time. However, work order management approvals do occur through mobile devices.
35.				How many users will have access/permission to approve the supplier proposals and vendor proposal/submissions of the material master updates?	Approximately 8 for bid invitation vendor responses. Approximately 5 for material master updates.
36.				Will the Portal also store a digital copy of the PO along with providing the acknowledgements?	Yes.
37.				Does the shipping and delivery notifications include the geo-location of the goods?	If "Geo-location" is referring to tracking In-transit, No.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
38.				Will the Vendor POs route to any internal approval before providing a status?	Yes. PO's will display once final approval is granted.
39.				Could you elaborate "Reverse Auction" functionality?	The object is for vendors to view other vendor responses during the bidding period and revise the quoted price as prices continue to decline.
40.				Are there any preferences for the reporting tools to be used for this project?	To be determined. Open for discussion.
41.				Will the bid results and responses be managed/reviewed by any internal staff before it could be viewed on the big tab of the portal?	Yes. Internal staff will review and accept bid results prior to posting the results on the portal.
42.				Will the Vendor Questionnaire be provided by the Vendors or Philadelphia Turnpike Commission?	Questionnaires would be provided by the Pennsylvania Turnpike Commission.
43.				Will the supplier registration also require approval from PTC?	Yes.
44.				How many users will have the permission to approve the vendor or supplier registration?	PTC anticipates two levels of approval. Potentially 10-15 users will have approval authorization.
45.				Does PTC have any preferences on the payment gateway to process payments on the portal?	No intention to process payments directly through the portal.
46.				Does PTC have any preferences on the hosting equipment (hardware and software)?	PTC anticipates this to be a Cloud based solution.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
47.				Is the existing data stored on-premise or on the cloud?	On-premise.

All other terms, conditions and requirements of the original RFP dated May 4, 2018 remain unchanged unless modified by this Addendum.

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2018, 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.

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.

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)".

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.

Indemnification

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 disclosure 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.

Data/Information Security Breach Notification

"Breach" shall mean any attempted or successful unauthorized acquisition, access, use, or disclosure of **COMMISSION** data that compromises the security or privacy of such data.

"Commission Data" means **COMMISSION** provided information and **COMMISSION** related information acquired as a result of the services provided to **COMMISSION** under this Agreement.

CONTRACTOR shall report to the **COMMISSION** any Breach affecting **COMMISSION** Data. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be provided without unreasonable delay and no later than within 48 hours of **CONTRACTOR's** discovery of any Breach. A Breach shall be deemed to be discovered on the first day on which the **CONTRACTOR** knows or reasonably should have known of the Breach. The notice to be provided to the **COMMISSION** by **CONTRACTOR** shall be made in writing to the **COMMISSION's** Information Security Officer and shall include the following content: (i) the nature of the Breach; (2) the specific Commission Data affected by the Breach; (3) the steps the **CONTRACTOR** is taking to remediate the Breach; and (4) steps the **CONTRACTOR** is taking to mitigate future Breaches. Following notification of the Breach, **CONTRACTOR** shall cooperate with the **COMMISSION's** investigation of the Breach and provide any other information regarding the Breach or the Commission Data affected which the **COMMISSION** may reasonably request. Should notice to individuals whose information was part of Commission Data be required under any applicable data privacy law, including, but not limited to, individual state data breach notice laws or federal laws such as HIPAA and Graham Leach Bliley Act, **CONTRACTOR** shall provide the **COMMISSION** with copies of any template notification letters and draft regulatory correspondence for **COMMISSION's** prior approval. **CONTRACTOR** shall provide any notifications required under the applicable data privacy laws on behalf of the **COMMISSION** at the request of **COMMISSION**. The **COMMISSION** reserves the right to handle any notifications required and shall notify **CONTRACTOR** if the

COMMISSION will be handling the required notifications. Upon request, **CONTRACTOR** shall provide the **COMMISSION** with its cyber-security policies and procedures. **CONTRACTOR** agrees to reimburse the **COMMISSION** for any and all reasonable costs associated with the **COMMISSION**'s response to **CONTRACTOR**'s Breach, including any fees associated with the **COMMISSION**'s investigation of **CONTRACTOR**'s Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

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 have 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.

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. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a “Person”) of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the **CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**’s learning that the information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the **CONTRACTOR** without use of or reliance on the Confidential Information.

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

a) require all of its employees to maintain such confidentiality;

b) take appropriate action against its employees, officers, and subcontractors for any and all violations of this Agreement.

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	Leslie S. Richards	Date
Assistant Secretary-Treasurer		Chair	

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. _____

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Pennsylvania Turnpike Commission (“Commission”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commission contracting and procurement process.

I. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. “Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. “Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. “Contractor”** means the individual or entity, that has entered into this contract with the Commission, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. “Financial Interest”** means either:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.
- f. “Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

II. In furtherance of this policy, Contractor agrees to the following:

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the

Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.
10. For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an

amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

Use Case Response Matrix

For each Use Case, put an “X” in the column most appropriate to the proposed Vendor Portal service.

Please use the “Does not align” or “Other” columns for cases where the product is not designed to support the Use Case. One X per Use Case. Use the associated sections of the technical proposal to discuss any misalignment/ other responses. The Pennsylvania Turnpike Commission (PTC) anticipates requesting product demos of multiple scenarios.

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with Vendor Portal solution	Other
User Stories						
Solution Scenarios						
1. The solution will provide suppliers the ability to propose substitute part numbers, prices, delivery dates, freight terms, etc., that route internally for approval						
2. The solution will provide Vendors the ability to propose or submit material master updates for approval						
3. The solution will provide PO acknowledgment(s) functionality						
4. The solution will provide proof of delivery document/notification functionality						
5. The solution will provide shipping notification(s) functionality						
6. The solution will provide shipping and returning of goods to vendor activities through the portal						
7. The solution will enable vendors to view real-time status of their PO's including Confirmation Completed, Not Completed, or Partially Completed including details						
8. The solution will provide “Reverse Auction” functionality						
9. The solution will provide configurable Vendor Performance evaluation functionality and reports						

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with Vendor Portal solution	Other
10. The solution will provide the ability to Route Bids to Suppliers based on their product categories and geographical areas covered						
11. The solution will provide Contract and PO award notifications through the portal						
12. The solution will provide vendor the ability to accept or reject Contracts or POs through the portal						
13. The solution will provide the ability to advertise, release and receive RFXs, RFPs and RFIs on Portal						
14. The solution will provide the ability to post bid results including bid tabulations on Portal						
15. The solution will provide increased bidding documentation functionality						
16. The solution will provide the ability for vendors to submit bid responses through the portal						
17. The solution will provide vendors the ability to submit PTC Ethics Compliance Agreement(s) through the portal						
18. The solution will provide vendors the ability submit request for Non-Revenue keys/cards						
19. The solution will provide the ability to track insurance certification expiration dates						
20. The solution will provide link to the PennDOT website						
21. The solution will provide ability to add links to all Commonwealth of PA websites						
22. The solution will provide the ability to add Hyperlinks and information to and about other key websites used in various validation processes						

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with Vendor Portal solution	Other
23. The solution will provide ability to Post Pre-Award Requirements						
24. The solution will provide Vendor Questionnaire opportunities to evaluate suppliers						
25. The solution will provide vendor(s) the ability to itemize sub-contractor expenses, including tracking sub-contractor expenses with existing PTC Primary contractors/Contracts						
26. The solution will provide Vendor Registration creation and approval capabilities						
27. The solution will enable vendors to create and maintain Vendor Master information, but approved by the PTC						
28. The solution will provide vendors the ability to maintain multiple contact Email Addresses for procurement document(s) OUTPUT						
29. The solution will provide vendors the ability to submit and track Diverse Business certification documentation and expiration dates						
30. The solution will provide the ability to submit and track required W-9 forms, Certificates of Insurance, etc.						
31. The solution will provide ACH payment request and Enrollment opportunities						
32. The solution will provide vendor(s) the ability to submit invoices through the portal						
33. The solution will provide improved payment tracking and duplicate payment reduction opportunities						
34. The solution will provide multiple Invoice submittal template options for approval routing purposes						
35. The solution will require vendor to match invoice line items to match PO line items during Invoice Verification process						

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with Vendor Portal solution	Other
36. The solution will provide hard stop error when "submitting" incorrect invoice required data						
37. The solution will provide PTC with surrogate bidding options on behalf of the vendor						
38. The solution will provide "Live" data feed from ECC/SRM to vendor portal						
39. The solution will provide robust "Real-Time" reporting						
40. The solution will provide integration with On-base (repository) including routing of attachments						
41. The solution provider will manage Portal User ID's with SSO Active Directory capability						
42. The solution provider will create and maintain passwords, logon data, locked accounts and help desk issue related to the portal						
43. The solution provider will provide application support services (Helpdesk, on-line CHAT, bug fix, etc.) to both PTC and Vendors						
44. The solution provider will possess security for Active Directory and non-Active Directory users						
45. The solution provider must provide interface with the PTC Computer Aided Dispatch System (CADS) to reduce time in verifying incident(s) associated with Invoices.						
46. The solution provider must provide Mobile Notification and Approval capabilities						

Use Case	Vendor Response					
	Proposed solution currently supports scenario	Solution can support scenario with minor modification	Solution can support scenario, but with major modification	Can provide alternate means of addressing scenario	Scenario does not align with Vendor Portal solution	Other
47. The solution provider must provide three environments (DEV., QA., PROD.)						
48. The solution will provide an intuitive user interface with Context-sensitive help functionality						
49. The solution will provide the ability to send mass email notifications to all PTC vendors or isolated vendors based on their product categories and/or geographical areas.						
50. The solution will provide a Bulletin Board functionality to post messages and alerts.						

Addendum No. 2

RFP # 18-10340-8063

Cloud Based Vendor Portal

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

REVISIONS

1. Replace Calendar of Events on page 1 of 23 of the RFP (page 3 of 74 in the original RFP PDF file) in its entirety with the following:

Activity	Date	Time
Request for Proposals Issued	May 4, 2018	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturnpike.com	May 25, 2018	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=0	June 11, 2018	N/A
Due Date for Proposals	August 2, 2018	2:00 PM
Oral Clarifications/Presentations (<i>If necessary</i>)	TBD	TBD
Anticipated Notice to Proceed (<i>Estimate Only</i>)	January 1, 2019	N/A

All other terms, conditions and requirements of the original RFP dated May 4, 2018 and Addendum 1 remain unchanged unless modified by this Addendum.