

**REQUEST FOR PROPOSALS FOR**

**GeoAnalytics Work Order Services**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission**

**Contracts Administration Department**

**On behalf of the**

**Office of Executive Operations, Information Technology Department**

**RFP NUMBER**

**18-10340-8381**

**DATE OF ISSUANCE**

**September 19, 2018**

**REQUEST FOR PROPOSALS FOR  
GeoAnalytics Work Order Services**

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## CALENDAR OF EVENTS

**RFP# 18-10340-8381**

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

<b>Activity</b>	<b>Date</b>	<b>Time</b>
Request for Proposals Issued	September 19, 2018	N/A
Deadline for Proposers to Submit Questions via email to <a href="mailto:RFP-Q@paturnpike.com">RFP-Q@paturnpike.com</a>	October 2, 2018	2:00 PM
Answers to Proposers questions posted to the Commission website at <a href="https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O">https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O</a> ( <i>Estimate Only</i> )	October 9, 2018	N/A
Due Date for Proposals	October 30, 2018	2:00 PM
Oral Clarifications/Presentations ( <i>If necessary</i> )	November 2018	TBD
Anticipated Notice to Proceed ( <i>Estimate Only</i> )	April 2019	N/A

## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** The Pennsylvania Turnpike Commission (Commission) is issuing this Request for Proposal (RFP) to procure GeoAnalytic development, support, and maintenance services. GeoAnalytics consists of location-based data, combined with powerful analytics. The multi-award master contracts resulting from this RFP will provide the Commission with the flexibility to obtain project-based and time and materials-based IT resources quickly and efficiently to complete GeoAnalytic development, support, and maintenance services. This RFP provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Commission to satisfy a need for the GeoAnalytics Work Order Services initiative.

**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.

The Commission reserves the right, on its own discretion, to procure information technology services outside of the contracts resulting from this procurement. In this case, the Commission will issue a separate and distinct RFP or RFQ.

**I-4. Problem Statement.** The Commission is soliciting proposals from information technology firms that can provide the Commission with work order and time and materials based GeoAnalytic development, support, and maintenance services as specified by the Commission's Chief Technology Officer. Additional details are provided in Part IV.

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be on an open-end contract basis containing the Standard Agreement, Contractor Integrity Provisions, Insurance Requirements, and Diverse Business Requirements (see Appendices A, E, and F) with work being subsequently assigned through a work order request for proposal process. The Commission may in its sole discretion undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project. 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.

The Commission intends to award up to four contracts as a result of this RFP; however, please note that inclusion in the pool of Proposers selected as a result of this RFP does not guarantee or provide assurances that a Proposer will be assigned any specific, minimum number or specific monetary amount of GeoAnalytic development, support, and maintenance services work orders or time and materials engagements during the contract duration.

**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.paturmpike.com](http://www.paturmpike.com) (Doing Business, General Information, Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest Act, 71 P.S. § 776.3, for a State Advisor or State Consultant 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 Act 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. Proposers may include subcontractors within their approach to the administration of the resulting master contracts. In either case, the following provisions apply:

- The Proposer will remain accountable for all aspects of the resulting contract.
- 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(s) for the administration of the resulting master contracts, 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 sub-consultant 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 sub-consultant to more than one prime consultant responding to the RFP.

Inclusion of subcontractors for future work order requests must be identified in accordance with requirements defined in Part IV-3 of this 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@paturndpike.com](mailto:RFP-Q@paturndpike.com) with **RFP 18-10340-8381** 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.paturndpike.com/procurement/Bidlist.aspx?rtype=0>), 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.paturndpike.com/procurement/Bidlist.aspx?rtype=0>). 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 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 Proposal 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 **120** 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.** Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

**I-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](http://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. The Commission's Chief Technology Officer (CTO) will serve as project executive for this effort. Commission project managers, designated by the Director of GeoAnalytics, will coordinate the activities for the awarded master contracts and will address related issues as necessary. The CTO will have final approval authority for the deliverables produced as a result of future Work Order Request for Proposals (WORFP).

The Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission.

**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 Commission intends that contract(s) awarded as a result of this RFP will remain in effect for a term of three (3) years with two (2) optional renewal years, applied either incrementally or all at once. The total of all contracts to not exceed \$ 7,500,000.00.

- The Commission shall fix the Effective Date for each contract after it has been fully executed by the selected Contractor and by the Commission and after all approvals required by Commission contracting procedures have been obtained.
- Each contract will also include an end date for the original term of the contract. This date will be the same for all contracts as a result of this RFP and will be determined by adding three years to the effective date of the first fully executed contract.

**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 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: (1) 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. Security Requirements.** Proposer will comply with the Security Requirements as described in **Appendix D – Security Requirements.**

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

**I-30. Diverse Business (DB) Requirements.** Proposer will comply with the DB Requirements as described in **Appendix F – Diverse Business (DB) Requirements.**

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal and all Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-2;**
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II-3;** and
3. Cost Submittal, in response to RFP **Part II, Section II-4.**

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: **GeoAnalytics Work Order Services, RFP 18-10340-8381**. 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 (Limited to two pages, single-sided)**

Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. Include in this section or in a transmittal letter/cover page a statement regarding full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute as instructed in Proposal Section 1.6 Contractor Integrity Provisions.

**D. Firm Overview (Limited to four pages, single-sided)**

Provide a brief history and description of your firm's business organization and its GeoAnalytic development, support, and maintenance 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 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 (Limited to two pages, single-sided, not including Appendix G)**

Identify the primary person(s) who will be responsible for managing the Firm's relationship with the Commission if the Firm is awarded a contract.

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the 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.

Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations and/or certifications. Resumes should be included as part of **Appendix G** of the technical submittal of the Proposer's response.

**F. Relevant Experience and Expertise (Limited to four pages, single-sided)**

Provide a narrative statement regarding your services expertise and experience as it relates to Part IV of this RFP. For reference purposes, **Appendix H** provides sample GeoAnalytic development, support, and maintenance project category descriptions. (Please note that these are provided as representative samples only. It is both possible and probable that the Commission will require additional position and GeoAnalytic development support types over the course of the contract.)

Additionally, include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide applicable services in accordance with the same.

Describe your firm's experience in providing similar services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner.

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. Although it is not required at this time, the Commission may request Proposers to provide specific reference data at a later date.

Include a statement regarding any other specialized services your firm may offer.

### **G. Approach (Limited to ten pages, single-sided)**

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

- A description of your firm’s standard approach / methodology for planning and managing GeoAnalytic development, operational support, and maintenance projects of three to twelve months duration.
- A description of deviations from your standard approach, if any, that you are proposing for this specific initiative. Explain your rationale for any changes.
- A description of the process your firm will employ if awarded a work order. Identify features of that approach which will allow your firm to act expeditiously. Expand upon your firm’s access to personnel and other critical resources. Explain how you will staff work orders if your firm does not employ staff with all of the skill sets necessitated by the work order.
- A work plan, including tasks, dependencies, durations, and deliverables covering planning, preparation, recruitment, WORFP response, and roll-out activities. Specifically identify the length of time you will require between a “notification to proceed” and the start of WORFP activities.
- A description of the approach to knowledge transfer/transition from/to a prior or subsequent vendor for both operational support and development activities.
- A completed copy of **Appendix G – Proposer Project Experience**. (Please note that **Appendix H** contains a representative sample of work order categories. It is both possible and probable that the Commission will require additional GeoAnalytic development, support, and maintenance categories over the course of the contract.)

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

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

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

### **II-2 Diverse Business (DB) Requirements (Appendix F). (Limited to two pages, single-sided)**

The Commission’s Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix F. 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 criterion 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 F. 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 I** (Work Order Resource Rate Changes.) Proposer must provide information that identifies the Resources (by position) that will be devoted to the effort, the average loaded rate for those resources and the number of hours each will devote to the effort. The table must also identify any other direct costs that went into calculating the Proposer's cost. The sum of the loaded rates times the number of hours for each position, plus the other direct costs must equal the total fixed price cost. Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

Invoices should be submitted monthly for those months in which activities are performed in relation to a work order. Each WORFP will identify whether costs will be paid on a time and materials or on a receipt of deliverables basis.

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 be made to up to four Proposers 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. Overall**

- a. Responsiveness, organization and clarity of the Technical Proposal.
- b. Ability to provide the specialized expertise and experience.
- c. Demonstrated ability of the Proposer to undertake an initiative of this size.
- d. Response of references if the Commission elects to solicit them.

**2. Assigned Personnel**

Qualifications and experience of the professional staff assigned to interface with the Commission and manage the initiative for the Proposer.

- 3. Diverse Business (DB) Requirements.** This refers to the inclusion of and approach to utilizing DB firms, as described in Part II-2. Diverse Business participation will be considered in the evaluation of responses to Work Order RFPs (WORFP) following the award of a contract(s).



#### **4. Cost**

This will not likely be the deciding factor in the selection process. The Commission will benchmark against industry standards the rates provided as part of the cost proposal. The Commission reserves the right to select proposals based upon all the factors listed above and will not necessarily choose the firm offering the best rates. The Commission will select the firms with the proposals that best meet its needs, at the sole discretion of the Commission.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

- a. **General.** The objective of this procurement is to provide the Commission with a flexible and timely means of procuring GeoAnalytic IT services. These services will include the procurement of GeoAnalytic data, application development, architecture design, integration, system support, and system maintenance. Services will be priced per work order with support and maintenance typically time and material based, and larger efforts deliverable based with a fixed price.
- b. **Specific.** Critical components of this general objective include:
  - Ability to obtain GeoAnalytic data and application development, integration, support, and maintenance fixed price and time and materials based services from a prequalified proposer with the requisite experience and capacity. It is expected that companies may opt for a team approach when responding in order to assure the ability to provide the full range of services required.

#### IV-2. Nature and Scope of the Project.

The Commission intends to select up to four qualified companies to provide GeoAnalytic data and application development, support, and maintenance services under the direction of the Commission's Information Technology Department. Services will be requested through a work order.

The work orders will cover a variety of GeoAnalytic development, support, and maintenance projects supported by the Information Technology Department. Work Order Project Categories may include but are not limited to those defined in **Appendix H – Sample GeoAnalytic & Support Work Order Project Category Descriptions**.

The technology firms selected through this RFP will have the means to provide solutions directly or through managed, named subcontractors and meeting the full-breadth of GeoAnalytic services as specified by the Commission's Director of GeoAnalytics and requested via a Work Order Request for Proposal (WORFP).

WORFPs will specify the objectives, scope deliverables, and service level agreements for the requested service. Within ten business days of the receipt of a WORFP, the Contractor will submit a proposed cost estimate and project plan which will include expected individual and total resource hours and costs, other direct costs, timeline, and schedule of milestones and deliverables. A sample template which may be used for response is included in **Appendix J – SAMPLE WORFP Response Template**.

The Commission solicitation and evaluation method for WORFPs is dependent upon the estimated dollar value of the WORFP, as follows:

- **Tier 1 – Work orders estimated to cost \$250,000 or less:**
  - Solicitation: The Commission may send the WORFP directly to any awarded Proposer to submit a proposal and cost quotation.
  - Evaluation: The Commission will work collaboratively with the Proposer to develop an agreed upon Statement of Work.

- Restrictions: No renewals, extensions, or change orders which result in an individual work order exceeding \$250,000 will be allowed.
- **Tier 2 – Work orders estimated to cost \$250,001 or more:**
  - Solicitation: The Commission must send the WORFP to all awarded Proposers.
  - Evaluation: The Commission will consider the firm’s previous experience, the technical merit of the firm’s response to the WORFP, the proposed total cost of each response provided and inclusion of Diverse Businesses in the response. Inclusion of Diverse Businesses may be measured in terms of total dollars committed or percentage of the total work order committed to Diverse Businesses. Firms shall meet the requirements set forth in the Commission’s Diverse Business Requirements (**Appendix F**). The Commission may choose to meet with proposing firms to discuss responses prior to awarding the work order. The Commission reserves the right to add additional evaluation criteria to individual WORFPs.
  - Restrictions: No renewals or change orders which result in the total of the work order exceeding 110% of its original proposed cost will be allowed.

Following are examples of work scopes that may be requested within future WORFPs. This is not an all-inclusive list but is intended to provide examples.

- Administer object-oriented enterprise geospatial databases, including, but not limited to, SQL Server to support the Commission’s goal of creating an enterprise data repository that is geospatially enabled and can be used for visualization, analysis, and reporting purposes in any of the Commission’s GeoAnalytic environments.
- Support and evolve GeoAnalytic standards and appropriate user schemas to enable Commission data stewards to effectively and efficiently maintain their data including data managed in external third-party systems.
- Support and evolve existing applications and dashboards delivered through the PTC production GeoPortal.
- Support the Commission’s hybrid GeoAnalytic architecture (Esri and AutoDesk) through a single, secure enterprise data repository, hosted in the ArcGIS Server environment, but natively accessible to all of the Esri software stack, in addition to the Autodesk Infrastructure Design Suite tools.
- Assist with maintaining, troubleshooting, and managing the Commission GeoAnalytic services architecture, including feature service design, publishing, monitoring and management to ensure that desktop, web, cloud, and mobile clients have secure and uninterrupted access to the Commission data repository.
- Support the maintenance of the PTC Advanced Linear Reference System (ALRS) with a workflow that entails PTC Engineering source data being passed to the GeoAnalytics team for processing and integration with other PTC systems (such as AgileAssets).
- Conduct requirements for, and development of, analytic dashboards for specific business area solutions. Dashboards are developed in the most suitable tool (such as Qlik Sense or QlikView) including, but not limited to, those listed in Appendix H.

### IV-3. Requirements.

Project activities and deliverables are expected to be performed in accordance with Commission standards and relevant accepted industry leading practices.

- a. Awarded Proposers shall respond to WORFPs within ten business days (unless otherwise noted by the Commission in the WORFP) and either submit a proposal or decline the request.
- b. Awarded Proposers shall respond to WORFPs in the format defined by the Commission in **Appendix J** or in a comparable format including all required data.
- c. WORFP responses shall be limited to the length defined within the individual WORFP.
- d. WORFP responses shall include and define the Proposer's:
  - i. Understanding of the intent of the work order;
  - ii. Prior experience related to the work to be performed;
  - iii. Proposed personnel to assign to the work order;
  - iv. Task plan, including any required transition from or to another vendor;
  - v. Costs, including hourly rates and number of hours proposed, fixed deliverable costs (as applicable), and overall project costs; and
  - vi. Diverse Business utilization.
- e. WORFP responses shall include client references upon request by the Commission.
- f. Awarded Proposers shall submit all work products to the Commission Chief Technology Officer or designee for review and approval.
- g. The awarded Proposers will comply with Commission technical standards.
- h. Awarded Proposers will manage a process for planning, staffing, and deploying project teams to address work orders issued by the Commission.
- i. Awarded Proposers are responsible for conducting and maintaining current criminal background checks for proposed and active work order Proposer project team members.
- j. Awarded Proposers will submit monthly invoices for those months in which activities are performed in relation to a work order.
  - i. Monthly invoices for time and materials engagements shall include hours worked by each individual resource during the billing period as well as all applicable materials charges.
  - ii. Monthly invoices for fixed price deliverables based engagements shall include deliverables completed and approved by a Commission designee during the billing period.
- k. Awarded Proposers shall fully cooperate with Commission employees and other contractors with whom the Commission may undertake or award other contracts for additional or related work. Awarded Proposers shall coordinate Services with such additional work as may be required. Awarded Proposers shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commission employees.
- l. Awarded Proposers shall not publish any of the results of awarded work efforts without the written permission of the Commission. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Pennsylvania Turnpike Commission." The Awarded Proposer shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commission with written permission of the copyright owner.
- m. The Commission shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commission as part of the performance of awarded work efforts.
- n. Whenever the Awarded Proposer(s) encounters any difficulty that delays or threatens to delay the timely performance of awarded work (including actual or potential labor disputes), the Awarded Proposer(s) shall promptly give notice thereof in writing to the Commission stating all

relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commission of any rights or remedies to which it is entitled by law or pursuant to provisions of the Contract resulting from this RFP. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

#### **IV-4. Tasks.**

This section describes what the awarded Proposers are expected to do and what they are expected to produce. The task descriptions in this section are intended to provide an overview of the work to be performed.

The awarded Proposers will be given the opportunity to provide abbreviated proposals for specific work orders. The Commission will issue WORFPs which will describe the work order's scope and objectives as well as required services and deliverables to be provided by the selected Proposer.

Because the specific scope and nature of individual work order based projects will vary by request, tasks specific to the engagement will be included and defined by the Commission within the WORFP.

#### **IV-5. Reports and Project Control.**

The Awarded Proposers will be expected to provide the following project control reports and documentation.

- Monthly Status Report. A monthly progress report identifying active engagements, work categories, associated staffing categories, total and remaining deliverables and/or working hours for active engagements, issues, and recommendations for any current staffing placements or in-progress work orders. For each purchase order, include the purchase order value, purchase order invoices, and invoice charges.
- Annual Report. An annual report due within 30 days of the Commission Fiscal Year End (May 31 of each year) which indicates the total number WORFP responses, total number of awards, and total invoices submitted for the fiscal year.
- Ad hoc Reports. As requested at the discretion of the Commission.

**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.

Work Order Request for Proposal (WORFP)

WORFPs will specify the objectives, scope deliverables, and service level agreements for the requested service. Within ten business days of the receipt of a WORFP, the **CONTRACTOR** will submit a proposed cost estimate and project plan which will include expected individual and total resource hours and costs, other direct costs, timeline, and schedule of milestones and deliverables.

The **COMMISSION** solicitation and evaluation method for WORFPs is dependent upon the estimated dollar value of the WORFP, as follows:

- **Tier 1 – Work orders estimated to cost \$250,000 or less:**
  - Solicitation: The **COMMISSION** may send the WORFP directly to any awarded **CONTRACTOR** to submit a proposal and cost quotation.
  - Evaluation: The **COMMISSION** will work collaboratively with the **CONTRACTOR** to develop an agreed upon Statement of Work.
  - Restrictions: No renewals, extensions, or change orders which result in an individual work order exceeding \$250,000 will be allowed.
  
- **Tier 2 – Work orders estimated to cost \$250,001 or more:**
  - Solicitation: The **COMMISSION** must send the WORFP to all awarded **CONTRACTORS**.
  - Evaluation: The **COMMISSION** will consider the **CONTRACTOR**'s previous experience, the technical merit of the **CONTRACTOR**'s response to the WORFP, the proposed total cost of each response provided and inclusion of Diverse Businesses in the response. Inclusion of Diverse Businesses may be measured in terms of total dollars committed or percentage of the total work order committed to Diverse Businesses. **CONTRACTORS** shall meet the requirements set forth in the Commission's Diverse Business Requirements (**RFP Appendix F**). The **COMMISSION** may choose to meet with proposing **CONTRACTORS** to discuss responses prior to awarding the work order. The **COMMISSION** reserves the right to add additional evaluation criteria to individual WORFPs.
  - Restrictions: No renewals or change orders which result in the total of the work order exceeding 110% of its original proposed cost will be allowed.

### **Requirements.**

Project activities and deliverables are expected to be performed in accordance with **COMMISSION** standards and relevant accepted industry leading practices.

- a. **CONTRACTORS** shall respond to WORFPs within ten business days (unless otherwise noted by the **COMMISSION** in the WORFP) and either submit a proposal or decline the request.
- b. **CONTRACTORS** shall respond to WORFPs in the format defined by the Commission in **RFP Appendix J** or in a comparable format including all required data.
- c. WORFP responses shall be limited to the length defined within the individual WORFP.
- d. WORFP responses shall include and define the **CONTRACTOR**'s:
  - i. Understanding of the intent of the work order;
  - ii. Prior experience related to the work to be performed;
  - iii. Proposed personnel to assign to the work order;
  - iv. Task plan, including any required transition from or to another vendor;
  - v. Costs, including hourly rates and number of hours proposed, fixed deliverable costs (as applicable), and overall project costs; and
  - vi. Diverse Business utilization.

- e. WORFP responses shall include client references upon request by the **COMMISSION**.
- f. **CONTRACTORS** shall submit all work products to the Commission Chief Technology Officer or designee for review and approval.
- g. The **CONTRACTORS** will comply with Commission technical standards.
- h. **CONTRACTORS** will manage a process for planning, staffing, and deploying project teams to address work orders issued by the **COMMISSION**.
- i. **CONTRACTORS** are responsible for conducting and maintaining current criminal background checks for proposed and active work order **CONTRACTOR** project team members.
- j. **CONTRACTORS** will submit monthly invoices for those months in which activities are performed in relation to a work order.
  - i. Monthly invoices for time and materials engagements shall include hours worked by each individual resource during the billing period as well as all applicable materials charges.
  - ii. Monthly invoices for fixed price deliverables based engagements shall include deliverables completed and approved by a **COMMISSION** designee during the billing period.
- k. **CONTRACTORS** shall fully cooperate with **COMMISSION** employees and other contractors with whom the **COMMISSION** may undertake or award other contracts for additional or related work. **CONTRACTORS** shall coordinate Services with such additional work as may be required. **CONTRACTORS** shall not commit or permit any act that will interfere with the performance of work by any other contractor or by **COMMISSION** employees.
- l. **CONTRACTORS** shall not publish any of the results of awarded work efforts without the written permission of the **COMMISSION**. The publication shall include the following statement: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Pennsylvania Turnpike Commission.” The **CONTRACTOR** shall not include in the documentation any copyrighted matter, unless the **CONTRACTOR** provides the **COMMISSION** with written permission of the copyright owner.
- m. The **COMMISSION** shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the **COMMISSION** as part of the performance of awarded work efforts.
- n. Whenever the **CONTRACTOR** encounters any difficulty that delays or threatens to delay the timely performance of awarded work (including actual or potential labor disputes), the **CONTRACTOR** shall promptly give notice thereof in writing to the **COMMISSION** stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the **COMMISSION** of any rights or remedies to which it is entitled by law or pursuant to provisions of the Contract resulting from this RFP. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.



### Commission's Responsibilities

*(As defined in Section I of the RFP, "Commission Participation")*

The Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission.

### 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**.

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

The **CONTRACTOR** shall neither assign this contract, in part or in whole, nor the right to any monies due it under the Agreement. Any part of the work to be done or material furnished under the contract shall not be sublet except to those firms indicated as part of the team in the initial Proposal, without the **COMMISSION's** prior consent in the form of a letter signed by the Chief Technology Officer.

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 **COMMISSION** 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 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.

Security Requirements

The Security Requirements are attached as **Exhibit X** and made a part of this Agreement.

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_____
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Title_____	Title_____
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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.

#		Page		Section		Section Description		Proposer Question		Commission Response	
						Proposer Name:					
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											

**APPENDIX C – PROPOSAL COVER SHEET**  
**Pennsylvania Turnpike Commission**  
**GEOANALYTICS WORK ORDER SERVICES**

**RFP# 18-10340-8381**

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

<b>Proposer Information:</b>	
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	

<b>Submittals Enclosed and Separately Sealed:</b>
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<input type="checkbox"/> Technical Submittal <input type="checkbox"/> Diverse Business Participation Submittal <input type="checkbox"/> Cost Submittal
<b>Signature</b>
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.**

**APPENDIX D**  
**RFP# 18-10340-8381**

**COMMISSION SECURITY REQUIREMENTS**





Security Requirements – RFP18-10340-8381

<p>Equipment Installations, Changes, and Access</p>	<ul style="list-style-type: none"> <li>• The Commission’s IT Security Team must be allowed to scan, for security vulnerabilities, any new equipment and/or changes to existing equipment before implementation.</li> <li>• The vendor is responsible for hardening all devices to run only the services required to support the application. All unnecessary services must be disabled (for example, UPnP, SLP, etc.).</li> <li>• The Commission’s IT Security team must be given administrator-level access to all installed equipment for incident response and security assessment.</li> <li>• If Commission user service disruptions are expected, the change must be approved by the Change Review Board (CRB) before implementation.</li> </ul>
<p>Vulnerability Management</p>	<ul style="list-style-type: none"> <li>• All Windows-based systems, connected to the Commission’s network, will be joined to the Commission’s Active Directory domain and will be patched by the Commission’s IT staff on a monthly-basis at a minimum.</li> <li>• The vendor is responsible for updating all non-Windows systems, not operated or administered by the Commission, to the vendors’ latest recommended level.</li> </ul>
<p>Vendor Remote Access and Accounts</p>	<ul style="list-style-type: none"> <li>• All vendors shall use the Commission’s VMWare’s HorizonView infrastructure for remote access.</li> <li>• No generic user accounts for shared resources will be permitted. Every technician/engineer will have their own unique user account.</li> </ul>



<p>Incident Response</p>	<ul style="list-style-type: none"><li>• Vendors must have a plan for compliance with all applicable breach notification laws, including Pennsylvania’s Breach of Personal Information Notification.</li><li>• The Commission must be notified in writing within 48 hours of the earliest indication or report of a potential breach or unintended disclosure of confidential information.</li><li>• Incident response actions that may affect confidential information must be conducted quickly and with ample resources. Vendor must hire a professional third-party incident response team if its inhouse resources do not have sufficient skill or availability.</li><li>• The Commission shall have the right to view all incident response evidence, reports, communications, and related materials upon request.</li><li>• If requested by the Commission, or if required by law, the vendor, at its own cost and expense, shall notify in writing all persons affected by the incident.</li></ul>
<p>Information Security Policies</p>	<ul style="list-style-type: none"><li>• Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements:<ul style="list-style-type: none"><li>– Data classification and privacy</li><li>– Security training and awareness</li><li>– Systems administration, patching, and configuration</li><li>– Application development and code review</li><li>– Incident response</li><li>– Workstation management, mobile devices, and antivirus</li><li>– Backups, disaster recovery, and business continuity</li><li>– Regular audits and testing</li><li>– Requirements for third-party business partners and contractors</li><li>– Compliance with information security or privacy laws, regulations, or standards</li></ul></li></ul>





<p>Audit &amp; Inspection</p>	<ul style="list-style-type: none"><li>• The vendor shall allow the Commission, or an agreed upon third party, to perform security assessments, vulnerability assessments, or audits of systems that contain Commission data.</li><li>• In the event of adverse risk findings through an audit or assessment, the vendor shall cooperate with the Commission in remediating any risks to the system, including complying with requests to temporarily take the system offline or otherwise limit access to the system during remediation.</li><li>• Audit logs must be implemented for all systems on the Commission’s network. All attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.</li></ul>
<p>Malware</p>	<ul style="list-style-type: none"><li>• The vendor shall warrant all software/applications to be delivered free of malware or other malicious or destructive code.</li><li>• For software hosted on the Commission’s network:<ul style="list-style-type: none"><li>– The vendor’s software must co-exist with all industry accepted endpoint software. Endpoint protection must run on all Commission servers.</li><li>– The vendor must provide the necessary directory and file exclusions to allow the software to operate as intended.</li></ul></li><li>• For software hosted off the Commission’s network:<ul style="list-style-type: none"><li>– An industry-accepted endpoint protection solution must be operated on all hosting servers.</li></ul></li></ul>



<p>Off-Premises Systems Hosting Requirements</p>	<ul style="list-style-type: none"><li>• Vendor shall supply all hosting equipment (hardware and software) required for performance of the contract and ensure maintenance and replacement as necessary to maintain compliance with the Service Level Agreement(s).</li><li>• Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other vendors performing subcontracted services have industry standard physical, technical, human, and administrative controls at all times.</li><li>• Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security</li><li>• If systems are located off the Commission’s network and Commission employee access is required, then the latest version of ADFS (Active Directory Federated Services), using the latest version of SAML, must be used for authentication and authorization</li><li>• All off-premises systems using HTTP, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.</li><li>• For public-facing systems, the vendor shall utilize a third- party certificate provider who is a recognized and trusted authority in the industry.</li></ul>
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Before starting any work and until completion and final payment is made for the work, or final acceptance of the work, the Proposer will provide and maintain the following minimum levels of insurance at Proposer's own expense. The cost of the required insurance shall be included in the Proposer's cost proposal and no adjustment shall be made to the contract price on account of such costs. Proposer 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. Proposer shall be responsible for ensuring that all Subcontractors hired by the Proposer are properly insured. Proposer shall not permit any such Subcontractors to start work until such evidence has been provided to the Proposer.

- 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) Proposer shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Proposer. If Proposer'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 Proposer 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 Proposer'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 Proposer'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 Proposer to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Proposer 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 Proposer shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance.

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

MINIMUM INSURANCE REQUIREMENTS  
The Pennsylvania Turnpike Commission

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: Proposer 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 Proposer.
- i) The carrying of insurance described below shall in no way be interpreted as relieving the Proposer of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability which the Proposer requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Proposer 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 Proposer arising in the course of operations under the contract. The Proposer 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
  - Bodily Injury by Disease: \$500,000 Policy Limit

2. **Commercial General Liability:**

Provided on standard ISO forms or an equivalent form including Premises - Operations, Independent Proposers, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following minimum 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 Proposer does not have any Owned Vehicles, Proposer 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) Minimum 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 Proposer must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years after the completion of their work/final payment.

6. **Network Security and Privacy Liability (may be included in Professional Liability):**
- a) Proposer 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 F – RFP#18-10340-8381**  
**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.

Appendix G - Proposer Project Experience

**Pennsylvania Turnpike Commission  
GeoAnalytics Work Order Services  
RFP# 18-10340-8381**

**Appendix G** must be included in the Approach Section of the Technical Proposal. (Definitions for the subject areas and categories are available in **Appendix H**.)

For each project area, identify at least one client for which your team (your company as the prime or one of your subcontractors if appropriate) has provided similar services in the past five years. For each item:

- Provide the start and end dates of the service.
- Identify that the service was provided by the prime firm on your proposal by placing a mark in the column labeled “Prime”.
- Identify that the service was provided by a subcontractor included in the proposal by providing the name of the subcontractor firm in the column labeled “Subcontractor”.

Subject Area	Category	Client Name	Service Start Date	Service End Date	Indicate Role	
					Prime	Sub
GeoAnalytic Architecture	Development and Support					
GeoAnalytic Software Development/ Support and Systems Integration	ArcGIS Server and ArcGIS Online (AGOL) / Portal for ArcGIS Server					
	Microsoft Dynamics/ .NET / Java EE					
	Web (general)					
	Mobile GeoAnalytics Applications					
	Managed Architecture and Application Support					
	Off the Shelf Software (general)					
	SAP ERP integration					
	OnBase Document Management System					

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	Business Intelligence / Business Warehouse (Please Include the tool used ie. Qlik, Power BI etc.)					
	AutoCAD Civil 3D/Map 3D/ArcGIS Integration and data workflows					
GeoAnalytic Database	Design and Administration					
GeoAnalytic Data	Data Development					
	Data Conversion					
	Data Maintenance					
	Linear Referencing Systems and Dynamic Segmentation					
	Metadata Creation					
	GeoAnalytic Feature Service Design and Publishing					
Subject Matter Expert						

## Appendix H – Sample GeoAnalytics and Support Work Order Category Descriptions

### Pennsylvania Turnpike Commission GeoAnalytics Work Order Services RFP# 18-10340-8381

**Appendix H** includes a brief description of representative GeoAnalytic development, integration, support, and maintenance project areas for which the Commission may require work order based application services. This is not intended to be an all-inclusive list. It is both possible and probable that additional areas will be required over the duration of the contract. Brief descriptions of the types of services which may be required are provided below.

#### **GeoAnalytic Architecture Development / Support**

Design, implementation, configuration, and upgrades to the PTC's on-premises GeoAnalytic enterprise architecture, including Esri ArcGIS desktop and server products, and Autodesk Civil 3D/AutoCAD Map 3D environments. May include GeoAnalytic service desk support and end-user training.

#### **GeoAnalytic Software Development / Support and Systems Integration**

Development of a software product which encompasses a planned and structured life-cycle process from the conception of the desired software and development of user requirements to its final manifestation, periodic subsequent enhancement, and ongoing maintenance. Management and delivery of processes to bring together new and/or existing discrete systems employing a variety of techniques such as computer networking, enterprise application integration, web services, business process, cloud integration management or programming. User friendly application development will be adhered to for all efforts undertaken in this contract.

- **ArcGIS Server and ArcGIS Online (AGOL) / Portal for ArcGIS Server Application Development** – developing new, supporting, and enhancing existing geospatial services and applications based on Esri's ArcGIS Server and cloud/on-premises ArcGIS Online platform using JavaScript/HTML5/C#.
- **Microsoft Dynamics / .NET / Java EE** – developing new, supporting and/or integrating with existing MS Dynamics, .NET, or Java EE based business applications.
- **Web (general)** – developing secure and accessible web solutions for platforms other than Esri's ArcGIS platform, MS Dynamics, .NET, or Java EE.
- **Mobile GeoAnalytic Applications**– developing mobile GeoAnalytic applications for field use with ArcGIS Server, Portal for ArcGIS Server, Collector, or other designated products.
- **Managed Architecture and Application Support** – assuming responsibility for the management and delivery of the enterprise GeoAnalytic architecture or application support in an outsourced capacity.
- **OTS (Off the Shelf)** – including the specification of requirements (standard features and modifications) and product research and selection, procurement justifications, customization, integration and implementation of commercial off-the-shelf software.
- **SAP ERP Integration** – including SAP enterprise systems development and support; and analysis of the Finance, Human Capital Management, Logistics, systems / Investment Management and Treasury modules. Data will be extracted from SAP for use in the GeoAnalytic database and GeoAnalytic business applications. In addition, GeoAnalytic data may be populated to the SAP environment.

## Appendix H – Sample GeoAnalytics and Support Work Order Category Descriptions

### Pennsylvania Turnpike Commission GeoAnalytics Work Order Services RFP# 18-10340-8381

- **Informatica Cloud** – for seamless integration of systems and databases, data conversion, mapping and file transmissions. Providing the ability to consume or create APIs used in the integration process.
- **Business Intelligence / Business Warehouse** – designing, developing, enhancing, and supporting business intelligence dashboards. Extract data from various sources including SAP and the GeoAnalytics database. Develop dashboards and reporting in a variety of tools including, but not limited to, Qlik, SAP Business Explorer (BEx), MS Power BI, and ServiceNow
- **Emerging Technologies including Predictive/Prescriptive Analytics, Artificial Intelligence, and Real Time data feeds** – designing, developing, enhancing, and supporting business needs. While PTC has not undertaken projects in this area, the need exists to prepare for future projects/task with this capability.
- **OnBase Document Management System** – an interface between the PTC GeoAnalytic environments/applications and PTC's OnBase ECM/document management system will be implemented to allow selection of OnBase documents for display to the user using an interactive map.
- **AutoCAD Civil 3D/Map 3D/ArcGIS Integration and data workflows** – The PTC's hybrid GeoAnalytic environment includes Esri software and end users, in addition to AutoCAD software titles from the Autodesk Infrastructure Design Suite (AutoCAD Civil 3D, AutoCAD Map 3D, AutoCAD Raster Design, Storm and Sanitary Analysis, Navisworks, InfraWorks, Revit, Geotechnical module, Bridge module, etc.).

### GeoAnalytic Database Design, Administration, and Management

Administration of object-oriented, enterprise geospatial databases.

- **GeoAnalytic Data Development / Maintenance** – Assist with creating, publishing and maintaining PTC GeoAnalytic data sets, including data sets derived from existing PTC business data systems such as SAP, OnBase, asset management databases, and several business applications hosted by third parties or in the cloud. Many core PTC GeoAnalytic datasets will be created and maintained by the Engineering department in the AutoCAD Civil 3D/AutoCAD Map 3D environment.
- **GeoAnalytic Data Conversion** – Assist with converting existing data in PTC business applications from a native tabular format to a format that is spatially enabled. This data will often contain milepost or engineering station references, which will require a data conversion workflow to make the data accessible for use in the GeoAnalytic database. PTC GeoAnalytic data development will occur in multiple environments, including AutoCAD Civil 3D/Map 3D and Esri desktop tools.
- **Linear Referencing Systems** – creating and maintaining linear referencing systems (LRS) to enable geolocating related data along the PTC centerline from sources that use milepost or stationing measures, as well as workflow processes, applications, and scheduled tasks that use dynamic segmentation to update the spatially-enabled enterprise data repository. Esri Roads and Highways solution for maintaining the ALRS with a workflow identified within PTC including source PTC Engineering data.

## Appendix H – Sample GeoAnalytics and Support Work Order Category Descriptions

### Pennsylvania Turnpike Commission GeoAnalytics Work Order Services RFP# 18-10340-8381

- **GeoAnalytic Metadata Creation** – Assist with training PTC data stewards to create of GeoAnalytic metadata for their feature classes, as well as assisting in maintaining metadata.
- **GeoAnalytic Feature Service Design and Publishing** – Design, performance tuning, security, and maintenance of GeoAnalytic feature services for ArcGIS Server, ArcGIS and Autodesk Infrastructure Design Suite desktop applications, mobile applications, AGOL and Portal applications.

#### **User Group Support**

Support GeoAnalytic focused user groups. Support may include facilitation, application presentation and demonstrations, discussions on enhancements, and future direction. Also, may include supporting a user data group focused on the best practices for sharing data externally.

#### **Subject Matter Expertise**

Support in various specific, directed areas of application development, integration, support, and maintenance skilled areas. This includes, but is not limited to, Graphic Design/UI/UX, Enterprise Content Management, Geographic Information Systems, Computer-Aided Dispatch Systems, Computer-Aided Design and Drafting, Data and Systems Architecture, GeoAnalytic training, Master Data Management, Business Intelligence and Data Analytics, and Data Warehousing.



**Appendix I – Work Order Resource Rate Charges**

**Pennsylvania Turnpike Commission  
GeoAnalytics Work Order Services  
RFP# 18-10340-8381**

**Appendix I** must include a typical range of fully loaded hourly rates your firm would expect to charge for each of the sample position titles listed.

- This data is requested for evaluation purposes only. Awarded Proposers will be required to provide specific rates in response to individual work order requests for proposals (WORFP).
- This is not intended to be an all-inclusive list. It is both possible and probable that additional position types will be required to perform work order based application services over the duration of the contract. Additional positions, when required, will be identified within WORFPs and/or negotiated to be added to the contractor(s) rate card.
- Low end rates should reflect a rate for a competent professional with two to five years of experience. High end rates should reflect the rate for a senior professional who has more than five years of experience and is capable of working in a lead capacity.
- Rates are inclusive of all vendor expenses billable to the PTC. Expenses should not be more than 10% of the rate provided.
- The not-to-exceed rate listed below will become part of the resulting contract for awarded suppliers.

Position Title	Fully Loaded Range	
	Low End	Not to Exceed
Project Manager	\$	\$
Business Analyst	\$	\$
Database Administrator	\$	\$
Data Architect	\$	\$
Solution Architect	\$	\$
Application Architect	\$	\$
UI/UX Designer	\$	\$
Application Analyst / Developer	\$	\$
Security Architect	\$	\$
Geographical Information System Specialist	\$	\$
Enterprise Content Management Specialist	\$	\$
Subject Matter Expert	\$	\$

Appendix J – Sample WORFP Response Template

**Pennsylvania Turnpike Commission  
GeoAnalytics Work Order Services  
RFP# 18-10340-8381**

*This template includes the data requested for inclusion in WORFP responses. Use of the template is not required but response must include all identified data.*

- A. Firm information
- B. Title/ID of request
- C. Description of approach, including a requirements traceability matrix
- D. Subcontractors, including what work will be performed and the percentage of work to be provided by a subcontractor
- E. Individual and Total resource hours and costs
- F. Other direct costs
- G. Timeline
- H. Schedule of milestones and deliverables

# Addendum No. 1

RFP # 18-10340-8381

GeoAnalytics Work Order Services

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

## QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of October 2, 2018. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP18-10340-8381			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.				Are there incumbent vendors on this contract or is this a new solicitation?	Yes.
2.				What firms in the past have provided Geoanalytics or GIS services to the commission in the last 5 years?	Computer Aid, Datacapable, Deloitte, EBA, Esri, Geodecisions, JMT, KCI, Latitude Geographics, Leidos, NTT Data, Transcend Spatial
3.				Is prior experience with the PA Turnpike Commission or State of Pennsylvania a prerequisite for responding?	No.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			RFP18-10340-8381		
#	Page	Section	Section Description	Proposer Question	Commission Response
4.	13 of 19	II-3	Cost Submittal, 3 <sup>rd</sup> paragraph	<p>Is Appendix I the cost proposal?</p> <p>If so, how can proposers provide the total number of hours by labor grade devoted to the effort and a total fixed price for an open-end contract, or does this relate to task order budgets?</p> <p>Is it necessary to identify any other direct costs that went into calculating the proposer's cost in this Appendix I, or does this relate to task order budgets?</p>	<p>Appendix I is the cost proposal. The cost proposal will only include the range of the fully loaded rate per position.</p> <p>No. The rates should be inclusive of all vendor expenses billable to the PTC. This relates to task order budgets.</p>
5.	1 - 10	Appendix A	Standard Agreement	Will the PTC consider alternative wording changes to certain terms and conditions in the PTC Standard Agreement? If so, should these be included as part of the technical proposal, or during contract negotiations?	That should be handled during the contract negotiations.
6.	9 of 10	Appendix A	Confidentiality Provisions, item 5	For how long after the Agreement terminates does confidentiality provision remain in effect?	in perpetuity
7.	1 of 4	Appendix E	Minimum Insurance Requirements, item (d)	Our insurance carrier allows us to renew insurance up to the date of expiration, so we normally renew within 10 days of insurance expiration. Will PTC allow a 10-day prior written notice?	No. The Commission will require 30 day written notice.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP18-10340-8381			
#	Page	Section	Section Description	Proposer Question	Commission Response
8.	4 of 4	Appendix E	Minimum Insurance, item 6 Network Security and Privacy Liability	If the Professional Liability insurance does provide Network and Privacy liability coverage (\$2 million per claim and aggregate amounts), does the Professional Liability insurance coverage (per claim and aggregate amounts) remain \$2 million?	This would be acceptable.
9.	12	II-2.G	Approach	Because there is no defined work, should bidders submit generic work plan that outlines a general approach?	Yes.
10.	3	App. E-Section 4	Minimum Insurance Requirements	Would PTC consider reducing its minimum Commercial Umbrella Liability from \$4M to \$3M?	No.
11.	3	App. E-Section 5	Minimum Insurance Requirements	Would PTC consider reducing its Professional Liability Per Claim minimum from \$2M to \$1M	No.
12.	1	Appendix H	GeoAnalytic Software Development / Support and Systems Integration – Web (general)	Would PHP, Ruby on Rails, Node.js, Python, and IBM Websphere be examples of “other” platforms and technologies?	Yes.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP18-10340-8381			
#	Page	Section	Section Description	Proposer Question	Commission Response
13.	7	I-24	The Commission intends that contract(s) awarded as a result of this RFP will remain in effect for a term of three (3) years with two (2) optional renewal years, applied either incrementally or all at once. The total of all contracts to not exceed \$7,500,000.00	Are the 2 optional renewal years budgeted within the \$7,500,000.00 or is there a separate budget that will be established for the 2 optional renewal years? If so, has there been a budget established for the 2 optional renewal years?	The not to exceed amount is inclusive of the base three years only. There has not been a budget established for the 2 optional renewal years.
14.	1	Appendix I – Work Order Resource Rate Charges	Position Titles	Does the commission have role descriptions for each position title noted in the TORFP that can be shared?	No.
15.	1	Appendix G – Proposer Project Experience	Client Name	Can submittals include multiple clients/projects per category?	Yes.
16.	1	Appendix I – Work Order Resource Rate Charges	Resumes	Is the commission requiring submittals to include a resume per Position Title listed in Appendix I? Or can submittals include multiple resumes per Position Title listed?	Resumes are not requested per position. Resumes are requested only for Key Personnel as described in Part II-1E of the RFP.
17.	11	II-1 Technical Submittal	E. Personnel (Limited to two pages, singled-sided, not including Appendix G)	Is there another form we should use for key personnel? Appendix G is for the proposer's project experience.	Key personnel are separate from appendix G. You can add resumes to appendix G.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP18-10340-8381			
#	Page	Section	Section Description	Proposer Question	Commission Response
18.	11	Part II, Section II-1 Technical Submittal	E. Personnel (Limited to two pages, singled-sided, not including Appendix G) Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations and/or certifications.	May we appendix the resumes for proposed staff since we are limited to 2 pages for Section E?	Resumes should be included as part of appendix G.
19.	11	Part II, Section II-1, E.	Personnel (Limited to two pages, single-sided, not including Appendix G)	As it relates to the submission of resumes, is it expected that offerors submit resumes for all position titles included in Appendix I of the solicitation – Work Order Resource Rate Charges?	Resumes should be included for all staff listed in Section II-1E Personnel. This should include all personnel that will manage the firm’s relationship or would perform the services described in Part IV of this RFP.
20.	16	Part IV-2.	Evaluation of Tier 1 and Tier 2 WORFP responses/submittals	Are there established timelines the PTC will be adhering to as it relates to the evaluation and award of Tier 1 and Tier 2 WORFP submittals under this contract?	A timeline will be provided at the time the work order is released. The timeline will be based on the size of the work order.
21.	11	Part II, Section II-1, E.	Personnel (Limited to two pages, single-sided, not including Appendix G)	As it relates to the submission of resumes, is it expected that offerors submit resumes for all position titles included in Appendix I of the solicitation – Work Order Resource Rate Charges?	Resumes should be included for all staff listed in Section II-1E Personnel. This should include all personnel that will manage the firm’s relationship or would perform the services described in Part IV of this RFP.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP18-10340-8381			
#	Page	Section	Section Description	Proposer Question	Commission Response
22.	11	Part II, Section II-1, E.	Personnel (Limited to two pages, single-sided, not including Appendix G)	If a resume is submitted as part of the response to this RFP and the individual is no longer available come the time of award, will this impact the award of the Master Contractor?	Submission of resumes should be based on what you know at the time of the submission. If you know the resource will not be available in the future, do not submit it. We do understand there is turnover in all companies.
23.	18	Part IV-3., d.	Requirements: WORFP responses shall include and define the Proposer's: Proposed personnel to assign to the work order	In the event a WORFP is awarded to a contractor and a member of their proposed personnel team is unavailable to complete the work following award, will this disqualify the offeror from being awarded the work order?	It will be the responsibility of the awarded vendor to replace the unavailable resource with a comparable resource.
24.	IV-3 Page 18 of 19 and Appendix A Page 3 of 10	IV-3. Requirements and Appendix A	Requirement F – Awarded Proposers shall submit all work products to the Commission Chief Technology Officer or designee for review and approval.	How does the Commission define “work product” in Requirement F? Given the breadth of WORFP categories and services described in Appendix H, a work product could range from logging maintenance activity to the delivery of a full IT solution. We recommend revising this language to change the term “work products” to “milestones and deliverables defined within a WORFP”.	The work products will be defined in the WORFP.



Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			RFP18-10340-8381		
#	Page	Section	Section Description	Proposer Question	Commission Response
25.	11	II-1, F	Personnel	Implies that this section should include Appendix G. However, the instructions in Appendix G state that it should be included in the Approach Section. Where would the Commission like Appendix G to be inserted?	Resumes should be included in Appendix G, we didn't want responders to think the two-page limit included the resumes. Appendix G should be with the appendices but referenced in the approach section.
26.	12	II-2	Diverse Business (DB) Requirements (Appendix F)	States there is no MPL for this solicitation. However, in Appendix F it states that the MPL will be identified in the RFP docs. Will there be MPLs on the WORFPs?	Appendix F is the Commissions standard specification. WORFPs will follow the same specification.
27.	N/A	N/A	N/A	Will the PATC please provide a summary of GeoAnalytics projects are being planned for development over the next 3 years?	A sample of possible projects and work efforts in provided in Appendix H.
28.	17	Part IV-2	Work Statement-Nature and Scope of the Project	Will access to analytics be provided to outside parties: government entities, public, 3rd party researchers, etc...? Examples of data sharing are driver habits, traffic patterns, reason for travel, distance traveled, other.	Access may be provided based on our data sharing policy.

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29.	17	Part IV-2	Work Statement-Nature and Scope of the Project	<p>Would data sources and systems integration include (not limited to): Google Maps, Waze, Anonymous WiFi / Bluetooth signals from drivers/passengers? Other data sources targeted?</p> <p>Has PTC identified a write-back solution for these or any future analytic use cases?</p>	They are possible data sources. We have not identified all possible sources at this time. PTC has not identified a write-back solution at this time.
30.	17	Part IV-2	Work Statement-Nature and Scope of the Project	Are there considerations for real-time analytics? Will PTC consider advanced algorithm and machine learning metrics as targets for real-time analytics and forecasting?	There are considerations for real-time analytics, advanced algorithm and machine learning.
31.	17	Part IV-2	Work Statement-Nature and Scope of the Project	Would Avg. MPH by day of week and time of day be cross-referenced against the time frequency/duration between intermittent ads on electronic billboards?	At this time, we do not have an identified need for that.
32.	4	Appendix D	Off-Premises Systems Hosting Requirements	Can solutions be built and maintained in a cloud environment via a provider (such as AWS), and provisioned to PA Turnpike with IPC as a Managed Service Provider (MSP)?	Solutions can be built in a cloud environment. Managed services would be outside of the scope for this RFP.

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#	Page	Section	Section Description	Proposer Question	Commission Response
33.	53	Appendix H	Sample GeoAnalytics Work Order Category Descriptions	Does the PTC expect to use all of it's own existing software or can a selected vendor suggest/utilize software solutions of their own choice? How would software licensing and subscription services be handled in such a case?	Vendors may make suggestions, but the PTC will have the final say in what software is used. Licensing and subscription would be evaluated at that time.
34.	53	Appendix H	Sample GeoAnalytics Work Order Category Descriptions	We see in certain instances, the PTC leverages cloud-based solutions, as with the Informatica Cloud. Will the PTC consider Geo-Analytics solutions that leverage a cloud-based architecture, or components of a Geo-Analytics solution that leverage a cloud-based infrastructure e.g. a cloud-based data cleansing, aggregation and integration engine?	Vendors may make suggestions, but the PTC will have the final say in where the solution will reside.
35.	53	Appendix H	Sample GeoAnalytics Work Order Category Descriptions	In terms of potential system integrations, there are several we expected to see, but did not. Will there be an expectation to eventually integrate with the PTC's Maintenance Management System (including pavement and structures) and or PPM System?	The potential system integrations were not a complete list. The systems you mentioned are a possibility.

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#	Page	Section	Section Description	Proposer Question	Commission Response
36.	19	IV-4, IV-5	Work Statement	The description of the Commission's expectations in regard to task definition and reports and project controls seems to indicate a preference for traditional ('Waterfall') project management and technical implementation. Is this assumption correct? If so, is the PTC open to other implementation approaches such as Agile?	PTC desires the most efficient approach to development for our solutions.

All other terms, conditions and requirements of the original RFP dated September 19, 2018 remain unchanged unless modified by this Addendum.

## Addendum No. 2

RFP # 18-10340-8381

GeoAnalytics Work Order Services

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

### **REVISIONS**

1. Replace the third paragraph within Part II-3 on page 13 of 19 of the RFP (15 of 58 in original RFP PDF file) in its entirety with the following:  
The Proposer must complete Appendix I (Work Order Resource Rate Changes.) Proposer must provide information that identifies the Resources (by position) that will be devoted to the effort, the fully loaded range of rates for those resources. Any costs not provided in the cost proposal will be assumed as no charge to the Commission.
2. Replace the Part II-1 – E page 11 of 19 of the RFP (13 of 58 in original RFP PDF file) in its entirety with the following:  
**Personnel (Limited to two pages, singled-sided, not including Appendix G)**  
Identify the primary person(s) who will be responsible for managing the proposer’s relationship with the Commission if the proposer is awarded a contract.

Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. This would be the “Engagement Manager”, “Client Relationship Manager”, “the Person Who Makes Sure Everything is Going Smoothly”, etc. It is understood that the resources performing the work on the work orders may change work order by work order. Resumes should be included as part of Appendix G of the technical submittal of the Proposer’s response.

### **QUESTIONS AND ANSWERS**

Following are the answers to questions submitted in response to the above referenced RFP as of October 10, 2018. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
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#	Page	Section	Section Description	Proposer Question	Commission Response
1.	2 of Addendum #1	Question #4	Cost Proposal	<p><b>Can you provide clarification for Question #4?</b></p> <p>Based on the Commission response, we understand that the cost proposal should include fully loaded hourly rates per position. Additionally, we interpret the response to mean that items below should be <del>struck</del> from the RFP.</p> <p>From section II-3 Cost Submittal:</p> <p>The Proposer must complete Appendix I (Work Order Resource Rate Changes.) Proposer must provide information that identifies the Resources (by position) that will be devoted to the effort, the average loaded rate for those resources <del>and the number of hours each will devote to the effort. The table must also identify any other direct costs that went into calculating the Proposer's cost. The sum of the loaded rates times the number of hours for each position, plus the other direct costs must equal the total fixed price cost.</del> Any costs not provided in the cost proposal will be assumed as no charge to the Commission.</p>	See Revision #1 above.

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#	Page	Section	Section Description	Proposer Question	Commission Response
2.	4 and 5	Question #16 and #19		<p><b>The response to Question 16 indicates that resumes are requested for key personnel only and the response to Question 19 indicated that resumes should be included for all staff listed in Section II-1E Personnel. Section II-1E doesn't identify specific positions.</b></p> <p>Are we to assume that key personnel is defined as the position titles included on Appendix I? And are we to assume that the Commission is requiring respondents to submit a resume for each position title included on Appendix I and listed below?</p> <ol style="list-style-type: none"> <li>1. Project Manager</li> <li>2. Business Analyst</li> <li>3. Database Administrator</li> <li>4. Data Architect</li> <li>5. Solution Architect</li> <li>6. Application Architect</li> <li>7. UI/UX Designer</li> <li>8. Application Analyst / Developer</li> <li>9. Security Architect</li> <li>10. Geographical Information System Specialist</li> <li>11. Enterprise Content Management Specialist</li> <li>12. Subject Matter Expert</li> </ol>	See Revision #2 above.

All other terms, conditions and requirements of the original RFP dated September 19, 2018 and Addendum No. 1 remain unchanged unless modified by this Addendum.