

REQUEST FOR PROPOSALS FOR

Safety Management System

ISSUING OFFICE

Pennsylvania Turnpike Commission

Contracts Administration Department

On behalf of the

Information Technology Department

&

Human Resources Department/Safety Unit

RFP 18-10350-8333

DATE OF ISSUANCE

November 15, 2018

REQUEST FOR PROPOSALS FOR

RFP 18-10350-8333

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CALENDAR OF EVENTS

RFP#18-10350-8333

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

Activity	Date	Time
Request for Proposals Issued	November 15, 2018	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturndpike.com	December 5, 2018	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturndpike.com/Procurement/Bidlist.aspx?RTYPE=O (<i>Estimate Only</i>)	December 12, 2018	N/A
Due Date for Proposals	January 15, 2019	2:00 PM
Oral Clarifications/Presentations	February 2019	TBD
Anticipated Notice to Proceed (<i>Estimate Only</i>)	May 31, 2019	N/A

PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for a Safety Management System.

I-2. Issuing Office. This RFP is issued for the Commission by the Contracts Administration Department on behalf of the Information Technology Department and the Human Resources Department/Safety Unit.

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

I-4. Problem Statement. The Commission plans to acquire a system, to automate the current manual effort of safety management as it pertains to Commission employee and equipment safety (as opposed to roadway safety) to an online process. The Commission is requesting proposals offering configurable “commercial-off-the-shelf” (COTS) products to meet the requirements of the Commission’s Safety Unit. The awarded Proposer of a COTS system shall provide a Software as a Service (SaaS), system configuration to meet the Safety Unit’s business processes, internal and external systems integration with the affiliated implementation, operations and maintenance, Service Desk support for Level 2 and 3, and training services.

I-5. Type of Contract. The Commission intends to award one contract as a result of this RFP. It is proposed that if a contract is entered into as a result of this RFP, it will be a fixed fee for services. Additional services including but not limited to enhancements may be negotiated during the term of this agreement. The Commission may, at its sole discretion, undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, responsive, and capable of performing the work. A sample Contractual Agreement is provided in **Appendix A**.

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

Include full disclosure of any potential conflict with the State Adverse Interest 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 Statute and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page or executive summary.

I-7. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-8. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

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

I-9. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I-10. Procurement Schedule of Events. The current Schedule for Key Procurement Dates for this procurement process leading to an award of the Contract is provided in the Calendar of Events, page 1 of this RFP. The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest. All changes to these dates and/or times up to and including the due date for Proposals will be issued as an addendum to this RFP and will become part of this RFP and will be posted to the Commission's website at <https://www.paturndpike.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 with **RFP 18-10350-8333** 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=o>), approximately on or before the date provided on the Calendar of Events and only if necessary. Proposers shall use the form provided in **Appendix B** to submit the questions.

I-12. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document (<http://www.paturndpike.com/procurement/Bidlist.aspx?rtype=o>). It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria.

Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-13. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before the date and time provided on the Calendar of Events. The Commission will **not** accept proposals via email or facsimile transmission.

Overnight Delivery Address:

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

US Mail Delivery Address:

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

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

I-14. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in six (6) hard copies of the Technical Submittal, six (6) hard copies of the Diverse Business (DB) participation submittal, and six (6) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two (2) **complete and exact copies** of the Technical, Cost and DB submittals, along with all requested documents on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page shall 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.

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 Technical Officer (CTO) will serve as project executive for this effort and will have final approval authority for the deliverables and services produced as a result of this project. A Commission project manager designated by the Commission IT PMO will address routine project issues and provide documentation as necessary and will serve as the primary point of contact for the Proposer’s designated project manager. Other Commission participation will be limited to participation in interviews, walkthroughs, and review of deliverables.

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

I-23. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

I-24. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end five (5) years from the effective date with an option to renew for an additional five years incrementally or all at once. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-25. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax

- liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
 - i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
 - j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-26. Indemnification. The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission's premises, and for breach of the Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by the Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

I-27. Data/Information Security Breach Notification. "Breach" shall mean any 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 72 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 are 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, Section II-1 a through g**;
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II-2**; and
3. Cost Submittal, in response to RFP **Part II, Section II-3**.

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

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1 Technical Submittal.

A. Proposal Cover Sheet (See Appendix C)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **SAFETY MANAGEMENT SYSTEM, RFP#18-10350-8333**. **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 (Limit to two pages)

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

Provide a brief history and description of your firm's business organization and its Safety Management System 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 personnel needed for this RFP, consultants, or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

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

E. Personnel

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the implementation of a Safety Management System, its operation, maintenance, and support of same system in a SaaS context as described in Part IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your services expertise and experience as it relates to implementing, hosting, maintaining, supporting, and integrating a Safety Management COTS System (see Part IV of this RFP). Additionally, include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide services to implement, host, maintain, support, and integrate a Safety Management COTS System 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 as these services pertain to implementing, hosting, maintaining, supporting, and integrating a Safety Management COTS System. 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. Projects referred to should be identified and the name of the client shown, including the name, address, and telephone number of the responsible official of the client, company, or agency who may be contacted.

Include a statement regarding any other specialized services your firm may offer as these services pertain to implementing, hosting, maintaining, supporting, and integrating a Safety Management COTS System.

G. Approach

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

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

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

Provide a description of the method for providing escrow of system source code in the event that the firm ceases operations.

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

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-10, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Proposer must complete **Appendix G** (Cost Matrix). Proposer must provide information on the Safety Management System COTS Software License(s) and Routine Maintenance and Support, see tab "Itemized Cost Worksheet." Proposer must enter the cost of the deliverables in

column A where applicable, see tab “Task Cost Worksheet.” The grand total will be calculated in tab “Cost Summary.” The Proposer must make sure to enter Offeror Name, Date, and Complete By on the “Cost Summary” tab.

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

PART III

CRITERIA FOR SELECTION

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

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

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

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

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

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

1. Proposer and Personnel Qualifications and Experience
 - a. Proposer's relevant experience and expertise in implementing, hosting and maintaining a Safety Management COTS System as it relates to the requirements discussed in Part IV of this RFP.
 - b. Qualifications, experience, and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry, and type of experience.
 - c. Financial ability of the Proposer to undertake a project of this size.
 - d. Response of references if the Commission elects to solicit them.

2. Approach

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

3. Cost

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

4. Commitment to Diversity and Inclusion

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

PART IV

WORK STATEMENT

IV-1. Objectives.

a. General. The primary objective of this RFP is to solicit proposals for the implementation and hosting of a configurable “commercial-off-the-shelf” (COTS) products to implement a Safety Management System.

The solicitation includes a SaaS service, system configuration to meet the Safety Unit’s business processes, systems integration, operations and maintenance, Level 2 and 3 Service Desk support using the Commission’s ITSM tool, and training services.

By procuring a Safety Management System, the Commission will be able to:

- Move manual, paper-based business processes to an electronic system, which serves as the “single source of truth” and allows the Commission’s Safety Unit to manage all business processes in real-time.
- Provide real-time, convenient access for employees in the field to report near-misses and unsafe conditions. It is critical for field personnel to report near-misses right away to allow for prompt mitigation.
- Provide supervisors an intuitive “one-stop-shop” in the field to initiate and submit reports like employee injuries and equipment incidents for the Safety Unit to process to resolution, including executing root cause analyses, corrective action, and targeted training, thereby fostering accountability and preventing “loose ends.”
- Realize significant efficiencies that translate over time into a reduction of employee injuries and equipment incidents.
- Shift from a reactive to a proactive stance through data analytics, identifying early any area in need of improvement, preventing injuries and incidents in the first place.
- Align with recently developed safety condition reporting processes.

b. Specific. The Commission desires to provide the safest possible environment not only for its customers, but also for its employees. This goal requires an integrated, mobile-friendly, electronic system that provides real-time recording, tracking, monitoring, and reporting of employee and equipment-related near-misses, unsafe conditions, employee injuries, and equipment accidents within the Commission, most commonly in the field. The new system is to support defined workflows that are initiated with each incident reported, ensuring that, depending on type and severity, predefined action is taken at the right time for the Commission to be fully compliant with federal and state safety regulations. The Safety Management System shall provide single sign-on, leveraging the Commission’s existing AD/LDAP systems. It shall also integrate, at a minimum, with several SAP modules to access (read-only) employee records and fleet data, as well as initiate work orders needed to effect corrective action. The Safety Management System must be accessible to multiple Commission personnel at the same time from multiple locations. The Safety Management System shall be configurable and maintainable through a GUI configuration and ideally not require program (code) changes to accomplish these goals.

The Proposers solution must meet two basic business criteria.

1. The solution must fulfill the Business and System requirements related to core functional uses cases developed to describe the full life-cycle management of employee injury and equipment incident events, the reporting and disposition of unsafe condition and near-miss event reports (see **Appendices H and I**).
2. The selected solution must generate a comprehensive audit trail, retaining a history of all transactions (recording the “before” and “after”), easily accessible to authorized staff.

IV-2. Nature and Scope of the Project.

- a. **Scope.** The Commission seeks to implement a Safety Management System to convert a manual, paper-based process to an electronic one to realize operational efficiencies, drive accountability, and improve overall safety at the Commission.

The Proposer shall:

- The Proposer shall establish at a minimum a Development Environment, Quality Assurance/Staging Environment, and a Production Environment. An additional Sandbox environment is preferred.
- Stand up an instance of the selected solution, including a mobile component for use in the field.
- Configure the instance in the Development environment:
 - Use existing use case requirements and swim lane diagrams (see **Appendix H**).
 - Work with the Commission’s Safety Unit subject matter experts in an agile manner to prioritize functionality to be configured from a backlog of requirements; two-week sprint cycles conclude with the Proposer providing a demonstration of the product; the process is repeated until the system is fully configured, tested, and ready for deployment to Production.
- Promote the configured instance to QA/Staging for testing by Safety Unit subject matter experts in accordance with established Commission Quality Assurance policies and standards.
- Lead integration and perform and applicable custom SAP and/or OnBase work, to enable data access with at least these following Commission Enterprise systems (note, detailed information on the Commission’s SAP and OnBase platforms will be provided at a later time):
 - Active Directory (AD)/ Lightweight Directory Access Protocol (LDAP) directory to enable Single Sign-on and configuration of a hierarchy of users and their associated permissions to access functions and data in the Safety Management System. Streamlines the user login process and automates administrative tasks such as creating users and assigning them roles. An LDAP integration allows the system to use the existing LDAP server as the master source of user data. The LDAP integration is also part of a single sign-on implementation. The integration uses the LDAP service account credentials to retrieve the user distinguished name (DN) from the LDAP server.
 - For future access of the system by contractors/vendors, the system needs to be able to accommodate the Commission’s Active Directory Federation Services (ADFS).

- OnBase (via PTC integration tools, ETL middleware Informatica Cloud) to provide document management; whether to integrate during the initial implementation or during a future phase shall be negotiated during the term of this agreement.
 - SAP Human Capital Management (HCM) and Logistics/Plant Maintenance (PM) (via PTC integration tools, Informatica Cloud and/or SAP Process Integration/PI) for:
 - Employee/Personnel Records (Personnel Administration; Employee Evaluations; Organizational Data; Time Management (timesheet to determine lost work hours)) – read-only;
 - Fleet Data (Asset Management) – read-only;
 - Work Order process: view the Work Order, its progressive status, with a notification at completion generated. At completion, Safety Unit staff will review and confirm whether the work has been completed satisfactorily, indicating status in the system accordingly; if the work is deemed inadequate, Safety Unit staff will enter instructions in the Safety Management System to trigger the SAP Workflow to generate a notification to the appropriate contact to revisit the Work Order).
 - Train Commission system users (training specific to administrators and end users).
 - Provide ongoing system maintenance and support.
 - Provide Level 2 and 3 Service Desk support.
1. **Software.** The Proposer shall be responsible for providing a hosted/off-premise Safety Management System solution integrated with select Commission Enterprise platforms ready for use while complying with the Commission’s Business and System Requirements. There will be **no** migration of historical data into the new system. The Proposer shall provide training with supporting documentation to Commission users prior to deployment.
 2. **Project Oversight.** The Commission recognizes the resource coordination necessary to successfully execute a system implementation. The designated Commission point of contact shall work with the Proposer’s Project Manager to coordinate Commission resource availability and assure the project executes according to the contract.
 3. **Maintenance and Support.** The Commission seeks ongoing maintenance and support following implementation of the system in line with a SaaS solution. The Proposer shall provide Level 2 and 3 incident resolution (see **Appendix J**) and perform system upgrades as required and in compliance with defined Service Level Agreements in **Appendix K**.
 4. **Location.** The Commission is headquartered in the Central Administration Building, 700 South Eisenhower Blvd., Middletown, PA 17057.

IV-3. Requirements.

Requirements Overview. The selected Proposer’s solution shall assist the Commission in attaining the following Business Goals.

- 1) Move manual, paper-based business processes to an electronic system, which serves as the “single source of truth” and allows the Commission’s Safety Unit to manage all business processes in real-time.

- 2) Provide real-time, convenient access for employees in the field to report near-misses and unsafe conditions. It is critical for field personnel to report near-misses right away to allow for prompt mitigation.
- 3) Provide supervisors an intuitive “one-stop-shop” in the field to initiate and submit reports like employee injuries and equipment incidents for the Safety Unit to process to resolution, including executing root cause analyses, corrective action, and targeted training, thereby fostering accountability and preventing “loose ends.”
- 4) Realize significant efficiencies that translate over time into a reduction of employee injuries and equipment incidents.
- 5) Shift from a reactive to a proactive stance through data analytics, identifying early any area in need of improvement, preventing injuries and incidents in the first place.
- 6) Align with recently developed safety condition reporting processes.

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

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

- **Transition.** During deployment and implementation, the Proposer shall work with Commission Project Oversight to plan the transition to the new system and furnish a Transition Plan. Consideration must be given to – and accommodations be made for – business processes around current data handling and the enterprise platforms integrated with the new system; the type and timing of staff training.
- **Service Turnover.** In year five of the contract, the Proposer shall develop a Transition (or Disentanglement) Plan in the event of service turnover.
- **Training.** The Proposer is responsible for providing administrator training to the Safety Unit and Risk Management staff (up to ten employees). All administrator training shall take place at the Commission’s Central Administration Campus. Training documentation shall be provided in a Microsoft compatible format, preferably Word and/or PowerPoint. The vendor is responsible to develop online training (for example, YouTube video/canned WebEx) to train field staff anytime, anywhere. Training shall include instruction and supporting documentation provided to the Commission. Following any major upgrades or addition of new functionality, the proposer must develop and deliver additional training.

IV-4. Tasks.

This section describes the tasks and deliverables that are required to implement a new Safety Management System that will be used by Commission staff.

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

- a. **Task 1: Project Plan Documentation.** The Project Plan details the configuration work for a COTS solution, integration with select enterprise platforms, testing and implementation milestones, responsible personnel, and timelines. The Proposer shall develop and maintain the Safety Management System Project Management Plan by incorporating input from the Commission's stakeholders to establish the timeline and necessary resources of the Safety Management System project. The Proposer shall document strategies to manage issues, risks, change control, scope, and communications. For a sample Project Plan, see **Appendix L**.

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

- **Initial Project Plan.** The initial Project Plan is a high-level plan that shall illustrate and document the phases, activities, tasks, deliverables, and milestones for completing the deliverables for the entire Safety Management System project.

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

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

The Proposer shall document and manage all project issues across all project activities. The Commission's IT Service Management solution shall be used to manage all issues to resolution (see **Appendix M**).

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

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

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

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

The Proposer is responsible for adhering to Commission change control standards (see **Appendix N**, incident and security policies (see **Appendices J and D**), and procedures and effectively managing and coordinating project changes. All change requests shall be reviewed, prioritized, and approved by the Commission. The Commission's IT Service Management solution shall be used to manage all changes (see **Appendix M**).

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

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

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

Summary of Task 1 Deliverables.

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

b. Task 2: System Preparation and Testing.

- **General.**
 - The Proposer shall establish a Development Environment, a QA/Staging Environment, and a Production Environment.
 - The Proposer shall prepare and present Communications test plans to validate the configured instance, the back-end hardware needed to support the mobile component, any customizations if applicable, data imports, and integration with the network and related systems.
 - Upon the Commission's approval of the QA test plans, the Proposer shall provide support services and assistance to the Commission's staff assigned for testing.
- **System Preparation.** The Proposer shall work with the Commission's Oversight personnel to establish environments that shall sufficiently model production to configure and validate functionality.
 - The Development Environment shall serve for the Commission's designated staff working with the Proposer to modify/configure GUI screens, business processes supported by GUI screens, create report layouts, load the database tables (hosted by the Proposer), and perform all necessary system preparation.
 - The Proposer shall promote configurations prepared in the Development Environment to the Test Environment upon the Commission's approval while maintaining version control of changes.
 - Commission's assigned staff will use the QA/Staging Environment to execute Quality Assurance test scripts and train on the new system.
 - The Proposer shall promote functionality into the Production Environment only after Commission and Commission Change Control Board approval.

- **The QA/Staging Environment shall:**
 - Allow to QA test all business processes implemented as described in use cases (see Appendices G, H) as well as those identified with the Commission's Safety Unit subject matter experts team and implemented during the configuration of the system in the Development environment.
 - Access fleet data from into SAP PM (view-only).
 - Initiate the work order process in SAP PM (notification), with SAP PM indicating to the Safety Management System when the work authorized by the work order is complete and for Safety Unit staff to indicate when the work was not satisfactorily completed to trigger another Work Order process.
 - Look up personnel records in SAP HCM (view-only).
 - Access OnBase and allow for document uploads to OnBase (unless negotiated during the term of this agreement to forego integration or schedule for a future phase).
 - Enable the System Administrator functionality based on the Commission's established AD/LDAP:
 - Establish user roles.
 - Provide access to the system to authorized users.
 - Create accurate reports (the solution must not be limited to "canned" reports).
 - Allow for the mobile solution to be tested for data entry in the field and its subsequent upload (when there is connectivity) to the system.
 - Serve as a system staging area for promotion into the Production Environment.
 - Provide a means for:
 - Replicating and resolving production issues and problems.
 - Staff training.
- **Testing Documentation.** The Proposer shall create test documentation that specifically addresses how each category of testing will determine whether the system complies with the requirements and performs the functions for which it is intended. The Proposer shall provide test scripts for each category (System Software and Communication) and a method for tracking defect resolution.
 - Test Plan
 - Software Testing Documentation (Test Cases)
 - Communication Testing Documentation
- **Summary of Task 2 Deliverables.**
 - 2.1 Test Plan
 - 2.2 System Software Testing Documentation (Test Cases)
 - 2.3 Hardware Testing Documentation (as applicable to supporting the mobile component)
 - 2.4 Communications Testing Documentation

c. Task 3: Implementation.

The Commission expects a Safety Management System Implementation Strategy, which begins with deploying the COTS solution configured and tested in the QA/Staging

environment, approved by the Commission to the Production environment and hosted by the Proposer, followed by deploying/enabling the mobile component. The Commission Project Oversight and the Proposer shall monitor the system performance until the Commission deems the pilot a success.

At that point the Commission shall authorize the Proposer to proceed according to the agreed-upon Project Plan, Go-live Documentation (shall include provisions for rollback strategy, data validation, and go/no-go decision point), and Support Documentation. The Proposer shall prepare the Implementation documents for the Commission's review and approval prior to declaring the pilot phase complete.

- **Summary of Task 3 Deliverables.**
 - 3.1 Safety Management System Implementation Strategy
 - 3.2 Go-live Documentation
 - 3.3 Support Documentation - updates to or creation of:
 - Quick Reference Sheets;
 - Master FRICE List;
 - Business Process Procedure(s).

d. Task 4:

Upon successful configuration and implementation of the solution, the Proposer shall provide user training, ongoing hosting, maintenance, and support services in adherence to the requirements defined in **Appendices H, I** and in concurrence with the SLAs defined in **Appendix K**. This includes also participating in the ongoing reports and control activities defined within section IV-5 of this RFP.

A specified number of hours per year shall be included in the fixed price contract to accommodate enhancements and change requests.

- **Summary of Task 4 Deliverables.**
 - 4.1 Training Plan
 - 4.2 Training Material

IV-5. Reports and Project Control.

- a. **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. The Proposer shall update tasks as defined in the Project Plan according to section IV-4 b. and make the current plan available to Commission Oversight personnel upon request.
- b. **Status Meetings and Reports.** The Proposer shall compose and provide weekly status reports. During implementation, the Proposer shall compose a weekly implementation progress status report covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the Proposer in its proposal, as amended or approved by the Commission.

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

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

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

- e. **Annual Contract Review Meeting.** The Proposer shall participate in an Annual Contract Review Meeting with the Commission. A minimum of two (2) weeks prior to the meeting, the Proposer shall provide a digital copy of a summary report detailing its SLA performance for the year along with a narrative of the overall contract execution and identified problems. The

Commission and the Proposer shall review the report and the contractual relationship to date during the Annual Contract Review Meeting to determine if any operational changes may be undertaken.

f. Final Report.

The Proposer shall develop and submit draft copies of the final report to permit the Commission to satisfy itself as to the report's completeness and factual accuracy. A format should be provided for the final report.

- (1) Abstract or summarize the result of the service rendered in terminology that shall be meaningful to management and others generally familiar with the subject areas.
- (2) Describe the approach and other techniques used throughout the project.
- (3) Summarize project results.
- (4) Include all supporting documentation; e.g., flow charts, forms, questionnaires, etc.

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.

Commission’s Responsibilities

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

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

Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid a not-to-exceed amount of **(agreement dollar value)**.

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

Duration of Agreement

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

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained.

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 him under it. 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 *Department Head (update accordingly)*.

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 72 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: (1) 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.

Liquidated Damages

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commission's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commission and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section "Liquidated Damages" and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The Commission and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (0.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.

- (d) If, at the end of the thirty (30) day period specified in “Liquidated Damages - (c)” above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commission, at no additional expense and at its option, may either:
- (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commission as a result of this Contract shall be given to the Commission, and the Commission shall be entitled to its remedies under “Termination”; or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commission or until the Commission terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.
- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commission by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commission, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commission, no liquidated damages will be applied.
- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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_____	
Title_____		Title_____	

Federal Tax ID No._____

CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			Proposer Name:		
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

APPENDIX C – PROPOSAL COVER SHEET
Pennsylvania Turnpike Commission
Safety Management System RFP# 18-10350-8333

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

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

Submittals Enclosed and Separately Sealed:

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

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



APPENDIX D – RFP 18-10350-8333
COMMISSION SECURITY REQUIREMENTS
Revised: 10/19/18

General Security Requirements

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).
The vendor shall warrant all system/software to be delivered free of malware or other malicious or destructive code.
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 if warranted.
Vendors must have a plan for compliance with all applicable breach notification laws, including Pennsylvania's Breach of Personal Information Notification.
The Commission must be notified in writing within 72 hours of the earliest indication or report of a potential breach or unintended disclosure of confidential information.
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.
The Commission shall have the right to view all incident response evidence, reports, communications, and related materials, affecting Commission systems, upon request.
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.
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.).
If Commission user service disruptions are expected, the change must be approved by the Change Review Board (CRB) before implementation.
No generic user accounts for shared resources will be permitted.
Audit logs must be implemented for all systems. All actual or attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.



APPENDIX D – RFP 18-10350-8333
COMMISSION SECURITY REQUIREMENTS
Revised: 10/19/18

Hosted/Cloud-Based Security Requirements

The Commission's data must be located and remain within the continental United States.
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.
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.
If 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.
All cloud-based/hosted systems using HTTPS, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.
For public-facing systems, the vendor shall utilize a third-party certificate provider who is a recognized and trusted authority in the industry.
The vendor is responsible for sending the Commission system/network vulnerability scan results upon request.
The vendor will supply firewall and IPS logs for malicious intrusion and access attempts into hosted Commission systems upon request.
<p>Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements:</p> <ul style="list-style-type: none">- Data classification and privacy- Security training and awareness- Systems administration, patching, and configuration- Application development and code review- Incident response- Workstation management, mobile devices, and antivirus- Backups, disaster recovery, and business continuity- Regular audits and testing- Requirements for third-party business partners and contractors- Compliance with information security or privacy laws, regulations, or standards
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.
For systems hosted off the Commission's network, an industry-accepted endpoint protection solution must be operated on all hosting servers.



APPENDIX D – RFP 18-10350-8333
COMMISSION SECURITY REQUIREMENTS
Revised: 10/19/18

On-Prem/Physically-Connected Security Requirements

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.
The Commission's IT Security team must be given administrator-level access to all installed equipment for incident response and security assessment.
All Microsoft 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.
The vendor is responsible for updating all non-Windows systems, not operated or administered by the Commission, to the vendors' latest recommended level.
All vendors shall use the Commission's VMWare's HorizonView infrastructure for remote access.
The vendor's system/software must co-exist with all industry accepted endpoint software with no exceptions.
The vendor must provide the necessary directory and file exclusions to allow the system/software to operate as intended.

The Pennsylvania Turnpike Commission

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

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, except for Professional Liability Insurance, shall be written on an "occurrence" basis.
- d) The Contractor's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

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

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

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

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 INSURED(S) on all required liability policies (except Workers' Compensation and Professional Liability) for ongoing operations and completed operations on a primary noncontributory basis.

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

- g) Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the required insurance (except Professional Liability).
- h) The amount of insurance in the required coverages shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described below shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

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

1. Workers' Compensation and Employer's Liability:

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

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
- c) Includes sole proprietorships and officers of corporation who will be performing the work.

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2. **Commercial General Liability:**

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

- a) Occurrence Form with the following 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 Contractor does not have any Owned Vehicles, Contractor is still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above
- b) 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 Contractor 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:**

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- a) Contractor shall maintain the following coverage including but not limited to:
 - (1) Network Security Liability for third party liability arising out of hacking, network system intrusions, unauthorized access/use to data or systems, distribution of malicious code, denial of service and cyber extortion.
 - (2) Privacy Liability for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and /or protected health information that may arise from their work with this contract.
 - b) Minimum Limits of Liability:
 - 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
7. **Crime Insurance:**
- a) Include the Employee Theft and Theft, Disappearance and Destruction coverage parts. The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).
 - b) Minimum Limits of Liability: Per Occurrence: \$1,000,000

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.

Instructions

1. Start completing the Itemized Cost Sheet by only entering values in the yellow-highlighted cells.
2. Complete the Task Cost Worksheet by only entering values in the yellow-highlighted cells. The light-blue highlighted cells will be auto-populated. Do not enter any values in the gray highlighted cells.
3. The Cost Summary auto-calculates the grand total over five years. Please enter "Offeror Name," "Date," and "Completed by" in the yellow highlighted cells.

Itemized Cost Worksheet

Task D-6: Safety Management System (SMS) COTS Software License(s)

Instructions: Use the fields below to identify the licensing costs associated with the purchase and use of the SMS COTS software package. Fill in only the cells that are highlighted in yellow. All calculations are complete and locked. This sheet requires the entry of data for all five years.

Year 1		Year 2		Year 3		Year 4		Year 5	
License Fees		License Fees		License Fees		License Fees		License Fees	

Task H-3: Routine Maintenance and Support

Instructions: Use the fields below to identify the costs associated with establishing, maintaining, and providing monthly maintenance and support as described in the RFP. For the purpose of this cost proposal, the Proposer shall provide the monthly cost of routine maintenance and support for six (6) months in year two, twelve (12) months in years three, four, and five. Fill only the cells that are highlighted in yellow. All calculations are complete and locked.

Year 2		Year 3		Year 4		Year 5	
Monthly Cost		Monthly Cost		Monthly Cost		Monthly Cost	
Months	6	Months	12	Months	12	Months	12
Year 2 Total	\$ -	Year 3 Total	\$ -	Year 4 Total	\$ -	Year 5 Total	\$ -

Cost Summary

Costs will be evaluated based on the total deliverable costs for all five years.

	Year 1	Year 2	Year 3	Year 4	Year 5
Deliverables	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
Task 1.1: Project Plan					
Task 1.2: Issue Management Plan					
Task 1.3: Risk Management Plan					
Task 1.4: Change Control Management Plan					
Task 1.5: Communications Management Plan					
Task 1.6: Project Issues Log (ITSM Tool)					
Task 1.7: System Interface and Configuration Documentation					
Task 2.1: Test Plan					
Task 2.2: System Software Testing Documentation/Test Cases					
Task 2.3: Backend Hardware Testing Documentation					
Task 2.3: Communications Testing Documentation					
Task 3.1: Implementation Strategy (including User Interface Design)					
Task 3.2: Go-live Documentation					
Task 3.3: Updated or newly created Support Documentation					
Task 4.1: Training Plan					
Task 4.2: Training Material					
IV-3: Transition Plan					
IV-3:Turnover/Disentanglement Plan (Service Turnover)					
Software License for COTS Package	\$ -	\$ -	\$ -	\$ -	\$ -
Set Up of Development Environment, Quality Assurance/Staging Environment, Production Environment					
Deployment					
Transition					
System Enhancements					
Level 2 and 3 Service Desk Support					
User and Support Documentation					
Routine Maintenance and Support		\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -	\$ -

COST SUMMARY

	All 5 Years
Plan Deliverables	\$ -
Software Licensing	\$ -
Implementation	\$ -
Maintenance and Support	\$ -
	Total Cost
Grand Totals	\$ -

Offeror Name:	
Date:	
Completed by:	

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Required Core Functionality

COTS Solution:

The solution should be configured according to the provided use cases below, which comprise minimum core functionality; preferably following an agile approach, the Proposer shall work with Commission SMEs and collaboratively add non-documented functionality to the solution in two-week sprints until the system is deemed ready for quality assurance. The Proposer shall consult with the Commission Quality Assurance Manager the type of requirements documentation required to support the quality assurance effort.

Custom Buildout Solution:

In addition to provided requirements below, the Proposer is expected to conduct further requirements gathering and documentation with Commission SMEs prior to implementing the custom solution. The Proposer shall consult with the Commission Quality Assurance Manager the type of requirements documentation required to support the quality assurance effort.

Use Cases

Functional Use Cases: Employee Injury

Process Employee Injury Event: Initiate Event in System

Actors:	Systems: <ul style="list-style-type: none">• Safety Management System ("System") Users: <ul style="list-style-type: none">• Clerk ("User") (refers to a large group of staff T the PTC, spanning at least the following divisions: Maintenance, Fair Collection, FEMO, Logistics, Construction, Engineering, etc.)• Safety Unit
Description:	The clerk accesses the System and initiates an event of the type "Employee Injury." The System generates a unique event record and triggers notifications to both the Safety Unit and the employee's supervisor.
Trigger:	PTC Traffic Ops notifies the clerk (outside of the System).
Preconditions:	User is authorized to access the system.
Post conditions:	The System has generated notifications to the Safety Unit and the employee's supervisor to take action.
Normal Flow:	1. User accesses System. 2. System displays action functionality. 3. User selects to initiate event.

	<ol style="list-style-type: none"> System prompts User to select event type. User selects "Employee Injury". System prompts User to indicate whether PTC equipment was involved. User indicates that PTC equipment was not involved. AF-1 System creates unique event record and generates electronic notifications to the Safety Unit and the employee's supervisor. The use case ends.
Alternate Flows:	AF-1: User indicates that PTC equipment was involved: <ol style="list-style-type: none"> System displays 9003 Form User enters required data (equipment number(s), Ops Center Incident Number, PSP or Local Police Incident Number) User submits and continues at Normal Flow, Step 8.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Receive Notification and Complete Initial Investigation of Incident

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> Safety Unit ("User")
Description:	The Safety Unit receives a system notification which allows the latter to complete the initial investigation of the incident.
Trigger:	Clerk has submitted an employee injury event.
Preconditions:	System has generated a notification to the Safety Unit.
Post conditions:	Safety Unit is ready to compare the Initial Investigation of the Incident to the Incident Investigation Form.
Normal Flow:	<ol style="list-style-type: none"> User receives System Notification and accesses the System. System displays link to event. User selects the link. System displays clerk-entered event information.

	5. User elects to complete the initial incident investigation. 6. System displays form for User to complete. 7. User enters required information and submits. 8. System stores the User-entered data. 9. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Receive Notification and Complete Incident Investigation Form and Workers Comp Report

Actors:	Systems: <ul style="list-style-type: none"> • Safety Management System ("System") Users: <ul style="list-style-type: none"> • Employee Supervisor ("User")
Description:	The User receives a system notification which allows the latter to complete the incident investigation form; the notification also reminds the User to complete the Workers Comp Report (offline/not in system).
Trigger:	Clerk has submitted an employee injury event.
Preconditions:	System has generated a notification to the User.
Post conditions:	User has submitted the completed incident investigation form.
Normal Flow:	1. User receives System Notification and accesses the System. 2. System displays link to incident investigation form. Notification also requests that User complete offline the Workers Comp Report. 3. User selects the link. 4. System displays clerk-entered event information and the incident investigation form. 5. User completes the incident investigation form and submits. 6. System stores the User-entered data. 7. The use case ends.
Alternate Flows:	N/A.

Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	There could be functionality in the system which would allow the User to complete the Workers Comp Form in the System. Either the System will have to integrate with a Risk Mgt. System (if one exists) to pass the report or generates a notification to Risk Management to access the system to access the report.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Compare Incident Investigation Form and Initial Investigation of Incident and Determine Next Action

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> Safety Unit ("User")
Description:	The User accesses the System to view both the Incident Investigation Form and Initial Investigation of Incident to determine next actions to take.
Trigger:	System has notified User that employee supervisor has completed and submitted the Incident Investigation Form.
Preconditions:	System has generated a notification to the User.
Post conditions:	User is ready to take next steps as to onsite investigation and/or corrective action required.
Normal Flow:	<ol style="list-style-type: none"> 1. User receives System Notification and accesses the System. 2. System displays link to incident investigation form. 3. User selects the link. 4. System displays employee supervisor-entered incident investigation form. 5. User indicates to System to display also the Initial Investigation of Incident. 6. System displays the Initial Investigation of Incident 7. User reviews both. 8. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.

Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Determine Whether Onsite Investigation and/or Corrective Action Is Required

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit ("User")
Description:	The User has completed an onsite investigation and Corrective Action are required. User enters results from onsite investigation in the System and selects the type of corrective action needed.
Trigger:	User reviewed both the Incident Investigation Form and Initial Investigation of Incident.
Preconditions:	Both the Incident Investigation Form and Initial Investigation of Incident have to be complete.
Post conditions:	User has completed an onsite investigation with findings entered into the system and determined the type of corrective action needed.
Normal Flow:	<ol style="list-style-type: none"> 1. User indicates to the System that he/she want to enter the findings from the onsite investigation (the latter is optional and at the discretion of the Safety Unit). 2. System displays form to enter onsite investigation findings. 3. User enters relevant information and submits. 4. System stores the submitted information. 5. System prompts the User to indicate whether the event is a systemic issue. 6. User indicates that the issue is not a systemic issue. AF-3 7. System prompts the User to indicate whether corrective action is required. 8. User indicates to System that corrective action is required. AF-1 9. System displays corrective action types to select from (select one, several, or all): <ul style="list-style-type: none"> • Physical repair • Training • Work process/procedure change

	<ul style="list-style-type: none"> • Equipment purchase <p>10. User selects: AF-2</p> <ul style="list-style-type: none"> • Physical repair • Training <p>11. System prompts the User to indicate due date for each corrective action.</p> <p>12. User enters MM/DD/YYYY for each corrective action and submits.</p> <p>13. System starts timer(s).</p> <p>14. The use case ends.</p>
Alternate Flows:	<p>AF-1: User indicates corrective action is not required:</p> <ol style="list-style-type: none"> 1. System adds the event to the queue for the scheduled quarterly trend analysis. 2. Continue with Step 14. <p>AF-2: User selects a corrective action type that requires upload of a spreadsheet with corrective action tasks:</p> <ol style="list-style-type: none"> 1. System prompts the User to upload a spreadsheet, which itemizes corrective action tasks and to indicate which department(s) are responsible to execute on the corrective action (for example, Training). 2. User upload spreadsheet and indicates in the System the Department(s) that are responsible to execute on the corrective action. 3. System generates a notification to the selected Department(s) and sends it to the latter with the spreadsheet attached. 4. Continue with Normal Flow Step 14. <p>AF-3 User indicates event is a systemic issue:</p> <ol style="list-style-type: none"> 1. System prompts User to indicate which Departments should be notified about the systemic issue. 2. User selects the appropriate Department(s). 3. System generates a notification and sends it to the Department(s) indicated. 4. Continue with Normal Flow Step 7.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	The System may offer a more sophisticated way for the User to enter corrective action tasks directly into the system and assign them accordingly without resorting to uploading a spreadsheet.

Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: SYSTEM USE CASE: Pass Event to SAP for Work Order Execution and Subsequent Repair Action

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System (“System”) • SAP <p>Users:</p> <ul style="list-style-type: none"> • N/A
Description:	The System passes event and relevant corrective action information to SAP. Once the repair has been made and “WO complete” was indicated in SAP, SAP notifies the System.
Trigger:	System passes event information to SAP.
Preconditions:	User indicated a type of corrective action that requires a Work Order in SAP.
Post conditions:	Work Order executed and recorded in SAP
Normal Flow:	<ol style="list-style-type: none"> 1. System passes event information to SAP. AF-1 2. [SAP process regarding Work Order out of scope]. 3. SAP passes information regarding corrective action complete back to the System. 4. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Receive System Notification that Corrective Action is Complete

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System (“System”)
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	<p>Users:</p> <ul style="list-style-type: none"> Safety Unit ("User")
Description:	The System generates a notification that corrective action (SAP-managed) is complete. The User receives the notification and starts verification of corrective action is complete. The User indicates that Corrective Action is complete, and System adds the event to the quarterly trend analysis queue.
Trigger:	SAP passes notification to System "Corrective Action complete."
Preconditions:	Corrective Action that was Work Order related was completed.
Post conditions:	User starts offline process to ensure Corrective Action was properly executed.
Normal Flow:	<ol style="list-style-type: none"> System generates notification to User. AF-1 User receives notification which indicates that Corrective Action is complete. User starts offline process of verification. User indicates in System that Corrective Action is complete. System adds event to quarterly trend analysis queue. The use case ends.
Alternate Flows:	<p>AF-1 System generates notification that due date for Corrective Action completion has passed:</p> <ol style="list-style-type: none"> User receives notification. System prompts User whether to escalate to Department Head(s). User indicates in System to escalate. AF-2 System generates notification to Department Head(s) associated with corrective action overdue. Continue with Normal Flow Step 6. <p>AF-2 User elects not to escalate:</p> <ol style="list-style-type: none"> User indicates in System not to escalate. System stores User decision. User pursues offline action. Continue with Normal Flow Step 6.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Ascertain Corrective Action is Incomplete and Escalate to Department Head(s)

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit ("User")
Description:	The User indicates in the System that Corrective Action is incomplete and initiates escalation to department Head(s).
Trigger:	System generates notification that "Corrective Action complete."
Preconditions:	Corrective Action was completed.
Post conditions:	User has escalated (thereby generating a notification in the System) that Corrective Action was not properly executed.
Normal Flow:	<ol style="list-style-type: none"> 1. User indicates in the System that Corrective Action was not satisfactorily completed. 2. System prompts User to indicate the Department Head(s) to whom to escalate. 3. User selects Department Head(s). 4. System generates notification and sends it to select Department Head(s). 5. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Review Quarterly Trend Analysis

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit ("User")
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Description:	As scheduled, the System initiates the quarterly trend analysis and alerts the User that it is ready for review in the System.
Trigger:	System generates notification that quarterly trend analysis is complete.
Preconditions:	Automated job of preparing ab quarterly trend analysis has run in the System.
Post conditions:	User has reviewed trend analysis.
Normal Flow:	<ol style="list-style-type: none"> 1. System alerts User to quarterly trend analysis complete. 2. User access the System and reviews the trend analysis. 3. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Employee Injury Event: Prepare and Deliver Training

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Trainer (can be Manufacturer, Vendor, PYC Staff) ("User")
Description:	The System has alerted the Department Head(s) that the Safety Unit has mandated safety training be delivered and started timer by which training has to be complete. The Department Head(s) arrange for a trainer to prepare and deliver the safety training. The trainer accesses the System and uploads training objectives to the System prior to the training. After the training, the trainer accesses the System again and uploads attendee roster.
Trigger:	System generates notification about required safety training and sends it to the Department Head(s).
Preconditions:	Safety Unit had determined that safety training is needed, has selected the Department Head(s) responsible to arrange for training and has set a due date by which the training has to be complete.

Post conditions:	Training was delivered successfully on time and the System generated a notification to the Safety Unit that safety training is complete.
Normal Flow:	<ol style="list-style-type: none"> 1. System generates notification to Department Head(s). 2. Department Head(s) receive notification and arrange for a trainer. 3. Trainer accesses the System and uploads the training objectives. 4. Trainer accesses the System and uploads the attendee roster after the training. 5. System generates a notification to alert that the training is complete. AF-1 6. Safety Unit receives the notification. 7. Safety Unit verifies that safety training is complete (offline process). 8. Safety Unit sets status of Corrective Action (= Training) to complete. 9. The use case ends.
Alternate Flows:	<p>AF-1 Due date for training complete set by Safety Unit has passed:</p> <ol style="list-style-type: none"> 1. System generates notification to Safety Unit alerting the latter that training is overdue. 2. Safety Unit initiates an escalation to (select) Department Head(s) and sets a new due date. 3. System generates escalation notification and sends it to (select) Department Head(s). System starts new timer. 4. Continue with Normal Flow Step 2.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Functional Use Cases: Equipment Incident

Process Equipment Incident Event: Initiate Event in System

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Clerk ("User") (refers to a large group of staff T the PTC, spanning at least the following divisions:
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	<p>Maintenance, Fair Collection, FEMO, Logistics, Construction, Engineering, etc.)</p> <ul style="list-style-type: none"> • Safety Unit
Description:	<p>The clerk accesses the System and initiates an event of the type "Equipment Incident." The System generates a unique event record and renders the 90-03 Form for the User to enter and submit. Upon submission, the System determines applicable workflow: Fleet Vehicle(s) Involved or Damage Only or Combination.</p>
Trigger:	<p>PTC Traffic Ops notifies the clerk (outside of the System).</p>
Preconditions:	<p>User is authorized to access the system.</p>
Post conditions:	<p>The System has determined course of action and generated appropriate notifications.</p>
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses System. 2. System displays action functionality. 3. User selects to initiate event. 4. System prompts User to select event type. 5. User selects "Equipment Incident". 6. System prompts User to indicate whether there also was an Employee Injury. 7. User indicates that there was no Employee Injury. AF-1, AF-2 8. System renders electronic equivalent of 90-03 Form and displays it to the User. 9. User completes the form and submits. 10. System determines the following based on the Equipment Number Prefixes the User entered which of the following workflows applies: <ul style="list-style-type: none"> • Fleet Vehicle(s) Involved • Damage Only • Combination of Both 11. System determines Fleet Vehicle involved. AF-3, AF-4 12. System generates notification to Risk Management. 13. Risk Management receives the notification and accesses the System for information. 14. System generates notification to Supervisor. 15. Supervisor receives notification, accesses the System, reviews the 90-03 Form and approves (= electronic signature). 16. System generates notification to Superintendent/District Manager.

	<p>17. Superintendent/District Manager receives notification, accesses the System, reviews the 90-03 Form and approves (= electronic signature).</p> <p>18. System generates notification to the Safety Unit.</p> <p>19. The use case ends.</p>
Alternate Flows:	<p>AF-1: User indicates that Employee Injury present:</p> <ol style="list-style-type: none"> 1. Invoke Employee Injury Event Progression. <p>AF-2: User Indicates that both an Employee Injury and Equipment Damage are part of the incident:</p> <ol style="list-style-type: none"> 1. Invoke first Employee Injury Event Progression. 2. Then invoke Equipment Incident Event Progression. <p>AF-3 System determines Damage Only:</p> <ol style="list-style-type: none"> 1. Stores the Incident and adds it to the quarterly trend analysis queue. 2. Interfaces with SAP to manage damage cost coverage. 3. Generates notification to Risk Management. <p>AF-4 System determines Combination:</p> <ol style="list-style-type: none"> 1. Invokes both workflows as described in Normal Flow and AF-3.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Equipment Incident Event: Review Form 90-03 and Upload Police Report

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit ("User")
Description:	The User receives the System notification about a Fleet Vehicle incident and accesses the System to view the signed-off Form 90-03. If the form is complete, the User uploads the Police Report.
Trigger:	System has generated and sent a notification.

Preconditions:	From 90-30 has been sign off on by Superintendent or District Manager.
Post conditions:	The incident is ready to be added to the Incident Review Agenda.
Normal Flow:	<ol style="list-style-type: none"> 1. User receives the notification and accesses System. 2. System displays the 90-03 Form. 3. User verified form complete. AF-1 4. User indicates to System that he/she needs to upload the Police Report next. 5. System display upload functionality including a means to browser for the electronic file (Police Record). 6. User uploads the Police Record. 7. The use case ends.
Alternate Flows:	<p>AF-1: User verified form incomplete:</p> <ol style="list-style-type: none"> 1. Route form back to clerk for corrections. 2. System generates notification and sends to clerk. 3. Clerk accesses System. 4. System renders and displays Form 90-03. 5. Clerk corrects deficiencies and re-submits. 6. System generates notification to Safety Unit. 7. Continue with Normal Flow Step 1.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Equipment Incident Event: Prepare Draft Agenda for Fleet Manager

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System (“System”) <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit (“User”)
Description:	The User indicates in the System that a Draft Agenda needs to be compiled. The System renders a Draft Agenda and allows the User to select incidents to the Agenda (each incident is a “packet”). Once the User has submitted the Draft Agenda, the System generates a notification to the Fleet Manager to review the Agenda.

Trigger:	Fleet Vehicle incidents are in ready state to be added to the Incident Review Committee Agenda.
Preconditions:	Each Incident has a complete set of information associated.
Post conditions:	The System has generated a notification and sent it to the Fleet Manager.
Normal Flow:	<ol style="list-style-type: none"> 1. User indicates in the System to generate a Draft Agenda. 2. System renders and displays Draft Agenda and provides User with functionality to select incidents that are ready to be added to the agenda. 3. User selects incidents and adds them to the agenda. 4. User submits. 5. System generates a notification and send it to the Fleet Manager. 6. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Equipment Incident Event: Review Draft Incident Review Agenda and Make a Disposition on Each Incident

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Fleet Manager ("User")
Description:	The Fleet Manager upon receiving notification, accesses the System for the latter to display the Draft Agenda. The System provides functionality for the Fleet Manager indicate for each incident on the Agenda whether to file (close) it or flag it for Incident Review.
Trigger:	The System has generated and sent a notification to the Fleet Manager.
Preconditions:	A Draft Agenda has been created with a minimum of one incident referenced.
Post conditions:	User has dispositioned all incidents, thereby triggering the System to generate Draft Agenda 2.

Normal Flow:	<ol style="list-style-type: none"> 1. User receives the notification and accesses the System. 2. System renders and displays Draft Review Agenda. 3. User indicates for each incident one of two choices: <ul style="list-style-type: none"> • File/close incident • Flag incident for Incident Review 4. User submits the Draft Agenda. 5. System stores User dispositions and generates Draft Review Agenda 2. 6. System generates notification to the Safety Unit. 7. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Equipment Incident Event: Review Draft Incident Review Agenda 2, Pull, and Associate Employee History with each Incident as Applicable

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit ("User")
Description:	<p>Upon receiving the System notification, the User accesses the System. The System renders and displays Draft Incident Review Agenda 2. The User reviews and assesses whether he/she agrees with the Fleet Manager's disposition of each incident. If the User is in agreement, the User searches for and retrieves the applicable employee history and associates it with the appropriate incident, thereby assembling the FINAL Agenda.</p>
Trigger:	The System has generated and sent a notification to the User.
Preconditions:	At least one incident was flagged for Incident Review.
Post conditions:	The Incident Review Agenda has been finalized.
Normal Flow:	<ol style="list-style-type: none"> 1. User receives the System notification and accesses the System. 2. System renders and displays Draft Incident Review Agenda 2.

	<ol style="list-style-type: none"> 3. User reviews and verifies Fleet Manager's disposition of each incident thereby invoking a search function to search for and retrieve employee histories. 4. System displays search function. 5. User enters employee name and submits it. 6. System retrieves employee history, which could include one, some or all of the following: <ul style="list-style-type: none"> • 90-03 Form(s) associated with the employee • Police report(s) • Disciplinary and non-disciplinary letter(s) 7. User selects to associate the employee history with the appropriate incident. 8. User indicates to the System when complete. 9. System assembles final agenda, generates invite, attaches agenda and sends to predefined distribution list. 10. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	Employee histories (Forms 90-30, Police Reports, and any disciplinary and non-disciplinary letters) are currently housed in a stand-alone database the safety Unit can query and retrieve PDF'ed versions of said employee histories. At a minimum, the new System must integrate with the stand-alone database or the data in the database has to be migrated to the Safety Management System.
Definitions:	N/A.
Open Items:	N/A.

Process Equipment Incident Event: Disposition Each Incident During Incident Review Meeting and Indicate in System Accordingly

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit ("User")
Description:	During the Incident Review Meeting, the User accesses the System and records the committee's disposition of each incident.
Trigger:	The System has generated and sent a notification to the User.

Preconditions:	At least one incident was flagged for Incident Review.
Post conditions:	All incidents have been dispositioned and the latter recorded in the System.
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses the System. 2. System renders and displays the final agenda. 3. User record for each incident the disposition: disposition types (select one): <ul style="list-style-type: none"> • Progressive/Disciplinary: <ol style="list-style-type: none"> i. Letter of Awareness (LOA) ii. Letter of Warning (LOW) iii. Labor relations • Non-Disciplinary Letter 4. User submits. 5. System stores the dispositions. 6. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Equipment Incident Event: SYSTEM USE CASE: Generate Notification to Directors with Assignment to Issue Letters

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • N/A
Description:	Based on the disposition recorded for each incident, the System generates a notification to each director and assigns the type of letters the director's administrative assistant needs to compose. Sending the notification starts a timer by which the task has to be completed.
Trigger:	The User has indicated to the System that all dispositions have been recorded.
Preconditions:	At least one incident disposition was recorded in the System.

Post conditions:	A minimum of one notification was generated and sent.
Normal Flow:	<ol style="list-style-type: none"> 1. System generates notification(s). 2. Each notification contains a minimum of one incident and the disposition type (letter type) along with the employee name: 3. System sends notification(s) to director(s) associated with employee(s) named in the incident and who is subject to a letter. 4. System triggers a timer to start. 5. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Process Equipment Incident Event: Select Appropriate Letter Type Template, Customize Letter, and Print for Mailing

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Administrative Assistant ("User") • Safety Unit
Description:	Once the System notification has been received, the User accesses the System, selects the appropriate letter template and customizes it to the addressee. Once complete, the User prints the letter for mailing. The System stops the timer and generates notification to the Safety Unit.
Trigger:	The User has indicated to the System that all dispositions have been recorded.
Preconditions:	At least one incident disposition was recorded in the System.
Post conditions:	A minimum of one notification was generated and sent.
Normal Flow:	<ol style="list-style-type: none"> 1. Upon receiving the System notification, the User accesses the System and retrieves letters templates. AF-2 2. System displays letter templates to select from: <ul style="list-style-type: none"> • Progressive/Disciplinary: <ol style="list-style-type: none"> i. Letter of Awareness (LOA)

	<ul style="list-style-type: none"> ii. Letter of Warning (LOW) iii. Labor relations <ul style="list-style-type: none"> • Non-Disciplinary Letter <ol style="list-style-type: none"> 3. User selects LOA, customizes it to the addressee, and prints the letter. AF-1 4. Systems stops the timer and generates notification to the Safety Unit that letters were completed. 5. Safety Unit receives System notification, accesses System and verifies letter generated. 6. The use case ends.
Alternate Flows:	<p>AF-1 User selects templates other than LOA (same flow).</p> <ol style="list-style-type: none"> 1. Continue with Normal Flow Step 4. <p>AF-2 User is not moving forward generating letters, exceeds timeframe:</p> <ol style="list-style-type: none"> 1. System generates notification to Safety Unit that letters have not been generated in specified timeframe. 2. Safety Unit received notification, accesses the System, and escalates to appropriate Director that letter generation has exceeded specified timeframe. 3. Continue with Normal Flow Step 1.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Functional Use Cases: Unsafe Condition

Unsafe Condition Event: Report Unsafe Condition

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Reporter ("User")
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Description:	Once the User has observed an unsafe condition, he/she accesses the System. The System prompts the User to select event type (either unsafe condition or near miss). The User selects “unsafe condition”. The System renders and displays reporting form. The User enters required information and submits it. The System creates a unique record, generates a notification, and sends the latter to the reporter’s supervisor.
Trigger:	The User has observed an unsafe condition.
Preconditions:	The User has access to the System, limited to either reporting an unsafe condition or a near miss.
Post conditions:	A unique record of the unsafe condition and a notification to the supervisor have been generated.
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses the System. 2. System prompt the User to select the type of event to report on: <ul style="list-style-type: none"> • Unsafe Condition • Near Miss 3. User selects unsafe condition. AF-1 4. System renders and displays reporting form. 5. User enters required information and submits. 6. System generates a unique event record and a notification to the reporter’s supervisor. 7. The use case ends.
Alternate Flows:	AF-1 Invoke Near Miss Use Cases.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Unsafe Condition Event: Review Unsafe Condition Report and Enter Comments

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System (“System”) <p>Users:</p> <ul style="list-style-type: none"> • Supervisor (“User”)
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Description:	Once the User has received the System notification, he/she accesses the System. The System displays the unsafe condition report. The User may enter comments and must indicate whether the report is justified.
Trigger:	The User has received a System notification.
Preconditions:	The reporter has submitted a report on an unsafe condition.
Post conditions:	The User has entered comments and has selected one of three options (report is justified; condition corrected; report unjustified). If the Supervisor has selected "Report Justified" the System prompts the Supervisor to choose one of two options: Assign work to him/herself or reassigns the work to a Unit that fix the unsafe condition.
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses the System. 2. System displays the unsafe condition report with the reporter-entered description being not editable. 3. User enters comments (optional). 4. System displays three options for the User to choose one: <ul style="list-style-type: none"> • Report Justified • Condition (Already) Corrected (specific use case for this option next) • Report Unjustified (specific use case for this option next) 5. The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Unsafe Condition Event: Select "Report Unjustified"

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Supervisor ("User")
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Description:	Once the User has commented on the Reporter's unsafe condition report, the User selects option "Report is unjustified". The System inserts the new unsafe condition into a Tracking Work Queue (accessible to the Safety Unit) with an indicator that alerts the Safety Unit that a Supervisor has "rejected" an unsafe condition report. Timer is NOT initiated.
Trigger:	The User has indicated that he/she does not agree with the Reporter that an unsafe condition exists.
Preconditions:	The User has determined that no work is needed to remedy the unsafe condition as none exists.
Post conditions:	The System has inserted the new "rejected" unsafe condition with the supervisor's disposition in the Tracking Work Queue for the Safety Unit to review and determine action required. The System also generates notifications to the Safety Unit about the new Unsafe Condition record that was rejected by the Supervisor.
Normal Flow:	<ol style="list-style-type: none"> 1. User determines that the report is unjustified and indicates the option accordingly in the System. AF-1 2. System updates the status of the unsafe condition record in the queue as "Rejected by Supervisor" and provides indicator to alert Safety Unit staff to verify whether this is an accurate assessment or to initiate remediation work. 3. The use case ends.
Alternate Flows:	<p>AF-1 User determines the unsafe condition already has been remedied:</p> <ol style="list-style-type: none"> 1. User reassigns remediation work to resource that is in a position to remediate. 2. System updates the status of the unsafe condition record in the queue as "Unsafe Condition Already remedied" and provides indicator to alert Safety Unit staff to verify whether this is an accurate assessment or to initiate remediation work.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Unsafe Condition Event: Determine (Immediate) Action Needed or Reassign

Actors:	Systems:
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	<ul style="list-style-type: none"> Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> Supervisor ("User")
Description:	Once the User has commented on the Reporter's unsafe condition report and indicated that he/she agrees with the Reporter that an unsafe condition exists, the User determines whether he/she can remedy the situation or needs to reassign the work. The System inserts the new unsafe condition into a Tracking Work Queue (accessible to the Safety Unit) and a timer begins to run.
Trigger:	The User has indicated that he/she agrees with the Reporter that an unsafe condition exists.
Preconditions:	The User has determined that work is needed to remedy the unsafe condition.
Post conditions:	The System has inserted the new unsafe condition with the supervisor's disposition in the Tracking Work Queue for the Safety Unit to review and determine action required. The System also generates notifications to the Safety Unit about the new Unsafe Condition record, AND if the Supervisor has reassigned the remediation work, notifies the assigned party.
Normal Flow:	<ol style="list-style-type: none"> User determines that he/she can remedy the unsafe condition. AF-1 User determines a Work Order is needed and invokes the SAP Work Flow. AF-2 System interfaces with SAP. Once the remediation is complete, SAP communicates "work complete" to the System. System updates the status of the unsafe condition record in the queue and provides indicator to alert Safety Unit staff to verify remediation was appropriate and complete. The use case ends.
Alternate Flows:	<p>AF-1 User determines he/she cannot remediate the unsafe situation:</p> <ol style="list-style-type: none"> User reassigns remediation work to resource that is in a position to remediate. System generates a notification to the assigned party. Assigned party received notification. Continue with Normal Flow Step 2 – User is assigned party. <p>AF-2 User determines Work Order is not needed:</p> <ol style="list-style-type: none"> User remediates the unsafe condition (offline process). User accesses System and indicates "work complete".

	3. Continue with Normal Flow Step 5.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Unsafe Condition Event: Review and Determine Course of Action

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System (“System”) <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit (“User”)
Description:	Once the User has received the System notification, he/she accesses the System. The System displays the Tracking Work Queue. The User retrieves the specific unsafe condition record, reviews, and determines appropriate course of action: agree with Supervisor’s assessment (condition already remediated/unsafe condition does not exist – no action needed; disagree – assign remediation work; remediation work underway either by Supervisor or party assigned by Supervisor – agree or disagree with Supervisor’s action, override as needed or monitor record on its way to resolution).
Trigger:	The User has received a System notification.
Preconditions:	The Supervisor has dispositioned the unsafe condition report the reporter has initiated.
Post conditions:	The Safety Unit has determined what action to take on the unsafe condition.
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses the System. 2. System displays the Tracking Work Queue. 3. User retrieves the Unsafe Condition record and determines whether Supervisor’s disposition is appropriate or needs to be overridden. 4. System prompts User to select from the following: <ol style="list-style-type: none"> a. Agree with Supervisor’s disposition: <ol style="list-style-type: none"> i. If Condition already fixed or Unjustified Report > verified? Yes. User indicates agreement and the System closes the record and adds it to the Quarterly Trend Analysis queue and starts timer.

	<ul style="list-style-type: none"> ii. Work underway verified, User continues to monitor progress in Tracking Work Queue. b. Override Supervisor's disposition: <ul style="list-style-type: none"> i. Supervisor claims Condition already fixed or Unjustified Report > verify this is an accurate disposition: <ul style="list-style-type: none"> 1. Determine this is not an unjustified report/Condition not fixed, override and assign work to unit that can fix the unsafe condition. ii. Supervisor claims Condition fix underway > verify this is an accurate disposition: <ul style="list-style-type: none"> 1. User cannot verify, overrides and assigns work to unit that can fix the unsafe condition. <p>5. Regardless of User's disposition, System updates the status of the record in the Tracking Work Queue.</p> <p>6. The use case ends.</p>
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Unsafe Condition Event: Access Tracking Queue and Review Resolution Status

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit ("User")
Description:	On a regular basis, the User accesses the tracking queue to monitor the progress of the resolution of unsafe condition events. The System displays each event with an indicator that shows event resolution Not Started, Underway, Complete, Overdue, Escalated (number of times).
Trigger:	Upon login, System displays a dashboard among other displaying the tracking queue. AF-3
Preconditions:	The User has added a minimum of one unsafe condition event to the tracking queue.

Post conditions:	The User reviews the specific status displayed for each unsafe condition event indication resolution status.
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses the System. 2. System displays the tracking queue with each unsafe condition event list with a status indicator. Resolution: <ul style="list-style-type: none"> • Not Started • Underway • Complete • Overdue • Escalated (number of times) 3. User selects events in "Complete" status, closes them, thereby adding them to the Quarterly Trend Analysis Queue. AF-1, AF-2 4. The use case ends.
Alternate Flows:	<p>AF-1 User elects to escalate overdue unsafe condition resolution:</p> <ol style="list-style-type: none"> 1. User indicates in the System to escalate the overdue unsafe condition to the appropriate director. 2. Continue with Normal Flow Step 4. <p>AF-2 User elects to re-escalate overdue unsafe condition resolution:</p> <ol style="list-style-type: none"> 1. User indicates in the System to re-escalate the overdue unsafe condition to the appropriate director and associated superior management. 2. Continue with Normal Flow Step 4. <p>AF-3 System notification generated by unsafe condition resolution being overdue prompts the User to access the System and the tracking queue to view the event and to escalate it.</p> <ol style="list-style-type: none"> 1. Continue with AF-1, Step 1.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Functional Use Cases: Near Miss

Near Miss Event: Report Near Miss

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> Reporter ("User")
Description:	Once the User has observed a near miss, he/she accesses the System. The System prompts the User to select event type (either unsafe condition or near miss). The User selects "near miss". The System renders and displays reporting form. The User enters required information and submits it. The System creates a unique record, generates a notification, and sends the latter to the reporter's supervisor.
Trigger:	The User has observed a near miss.
Preconditions:	The User has access to the System, limited to either reporting an unsafe condition or a near miss.
Post conditions:	A unique record of the near miss and a notification to the supervisor have been generated.
Normal Flow:	<ol style="list-style-type: none"> User accesses the System. System prompt the User to select the type of event to report on: <ul style="list-style-type: none"> Unsafe Condition Near Miss User selects near miss. AF-1 System renders and displays reporting form. User enters required information and submits. System generates a unique event record and a notification to the reporter's supervisor. The use case ends.
Alternate Flows:	AF-1 Invoke Unsafe Condition Use Cases.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Near Miss Event: Review Near Miss Report and Enter Comments

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> Safety Management System (“System”) <p>Users:</p> <ul style="list-style-type: none"> Supervisor (“User”)
Description:	Once the User has received the System notification, he/she accesses the System. The System displays the near miss report. The User may enter comments and must determine whether the event warrants immediate action or needs to be reassigned for remediation. The System generates a notification to the Safety Unit to alert the latter to the near miss and the determination by the Supervisor.
Trigger:	The User has received a System notification.
Preconditions:	The reporter has submitted a report on a near miss.
Post conditions:	The User has entered comments and has selected one of three options (report is justified; condition corrected; report unjustified). If the Supervisor has selected “Report Justified” the System prompts the Supervisor to choose one of two options: Assign work to him/herself or reassigns the work to a Unit that fix the unsafe condition that led to the near miss.
Normal Flow:	<ol style="list-style-type: none"> User accesses the System. System displays the near miss report with the reporter-entered description being not editable. User enters comments (optional). System displays three options for the User to choose one: <ul style="list-style-type: none"> Report Justified Condition (Already) Corrected (specific use case for this option next) Report Unjustified (specific use case for this option next) The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Near Miss Event: Review Near Miss Report and Enter Comments

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> Supervisor ("User")
Description:	Once the User has received the System notification, he/she accesses the System. The System displays the near miss report. The User may enter comments and must indicate whether the report is justified.
Trigger:	The User has received a System notification.
Preconditions:	The reporter has submitted a report on a near miss.
Post conditions:	The User has entered comments and has selected one of three options (report is justified; condition corrected; report unjustified). If the Supervisor has selected "Report Justified," the System prompts the Supervisor to choose one of two options: Assign work to him/herself or reassigns the work to a Unit that fix the unsafe condition that led to the near miss.
Normal Flow:	<ol style="list-style-type: none"> User accesses the System. System displays the near miss report with the reporter-entered description being not editable. User enters comments (optional). System displays three options for the User to choose one: <ul style="list-style-type: none"> Report Justified Condition (Already) Corrected (specific use case for this option next) Report Unjustified (specific use case for this option next) The use case ends.
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Near Miss Event: Select "Report Unjustified"

Actors:	Systems:
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	<ul style="list-style-type: none"> Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> Supervisor ("User")
Description:	Once the User has commented on the Reporter's near miss report, the User selects option "Report is unjustified". The System inserts the new near miss into the Tracking Work Queue (accessible to the Safety Unit) with an indicator that alerts the Safety Unit that a Supervisor has "rejected" a near miss report. Timer is NOT initiated.
Trigger:	The User has indicated that he/she does not agree with the Reporter that a near miss has occurred.
Preconditions:	The User has determined that no work is needed to remedy the unsafe condition that led to the near miss as none exists.
Post conditions:	The System has inserted the new "rejected" near miss with the supervisor's disposition in the Tracking Work Queue for the Safety Unit to review and determine action required. The System also generates notifications to the Safety Unit about the new near miss record that was rejected by the Supervisor.
Normal Flow:	<ol style="list-style-type: none"> User determines that the report is unjustified and indicates the option accordingly in the System. AF-1 System updates the status of the near miss record in the queue as "Rejected by Supervisor" and provides indicator to alert Safety Unit staff to verify whether this is an accurate assessment or to initiate remediation work. The use case ends.
Alternate Flows:	<p>AF-1 User determines the unsafe condition already has been remedied:</p> <ol style="list-style-type: none"> User reassigns remediation work to resource that is in a position to remediate. System updates the status of the near miss record in the queue as "Near Miss Already Remedied" and provides indicator to alert Safety Unit staff to verify whether this is an accurate assessment or to initiate remediation work.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Near Miss Event: Determine (Immediate) Action Needed or Reassign

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> • Supervisor ("User")
Description:	Once the User has commented on the Reporter's near miss report and indicated that he/she agrees with the Reporter that a near miss occurred, the User determines whether he/she can remedy the situation or needs to reassign the work. The System inserts the new near miss into a Tracking Work Queue (accessible to the Safety Unit) and a timer begins to run.
Trigger:	The User has indicated that he/she agrees with the Reporter that a near miss occurred.
Preconditions:	The User has determined that work is needed to remedy the unsafe condition that led to the near miss.
Post conditions:	The System has inserted the new near miss with the supervisor's disposition in the Tracking Work Queue for the Safety Unit to review and determine action required. The System also generates notifications to the Safety Unit about the new near miss record, AND if the Supervisor has reassigned the remediation work, notifies the assigned party.
Normal Flow:	<ol style="list-style-type: none"> 1. User determines that he/she can remedy the near miss. AF-1 2. User determines a Work Order is needed and invokes the SAP Work Flow. AF-2 3. System interfaces with SAP. 4. Once the remediation is complete, SAP communicates "work complete" to the System. 5. System updates the status of the near miss record in the queue and provides indicator to alert Safety Unit staff to verify remediation was appropriate and complete. 6. The use case ends.
Alternate Flows:	<p>AF-1 User determines he/she cannot remediate the near miss:</p> <ol style="list-style-type: none"> 1. User reassigns remediation work to resource that is in a position to remediate. 2. System generates a notification to the assigned party. 3. Assigned party received notification. 4. Continue with Normal Flow Step 2 – User is assigned party.

	<p>AF-2 User determines Work Order is not needed:</p> <ol style="list-style-type: none"> 4. User remediates the near miss (offline process). 5. User accesses System and indicates “work complete”. 6. Continue with Normal Flow Step 5.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

Near Miss Event: Review and Determine Course of Action

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> • Safety Management System (“System”) <p>Users:</p> <ul style="list-style-type: none"> • Safety Unit (“User”)
Description:	<p>Once the User has received the System notification, he/she accesses the System. The System displays the Tracking Work Queue. The User retrieves the specific near miss record, reviews, and determines appropriate course of action: agree with Supervisor’s assessment (near miss already remediated/ near miss did not occur – no action needed; disagree – assign remediation work; remediation work underway either by Supervisor or 3rd party assigned by Supervisor – agree or disagree with Supervisor’s action, override as needed or monitor record on its way to resolution).</p>
Trigger:	The User has received a System notification.
Preconditions:	The Supervisor has dispositioned the near miss report the reporter has initiated.
Post conditions:	The Safety Unit has determined what action to take on the near miss.
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses the System. 2. System displays the Tracking Work Queue. 3. User retrieves the near miss record and determines whether Supervisor’s disposition is appropriate or needs to be overridden. 4. System prompts User to select from the following: <ol style="list-style-type: none"> a. Agree with Supervisor’s disposition: <ol style="list-style-type: none"> i. If near miss already fixed or report unjustified > verified? Yes. User indicates agreement and the

	<p>System closes the record and adds it to the Quarterly Trend Analysis queue and starts timer.</p> <p>ii. Work underway verified, User continues to monitor progress in Tracking Work Queue.</p> <p>b. Override Supervisor's disposition:</p> <p>i. Supervisor claims near miss already fixed or report unjustified > verify this is an accurate disposition:</p> <p>1. Determine this is not an unjustified report/ near miss not fixed, override and assign work to unit that can fix the near miss.</p> <p>ii. Supervisor claims near miss fix underway > verify this is an accurate disposition:</p> <p>1. User cannot verify, overrides, and assigns work to unit that can fix the near miss.</p> <p>5. Regardless of User's disposition, System updates the status of the record in the Tracking Work Queue.</p> <p>6. The use case ends.</p>
Alternate Flows:	N/A.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

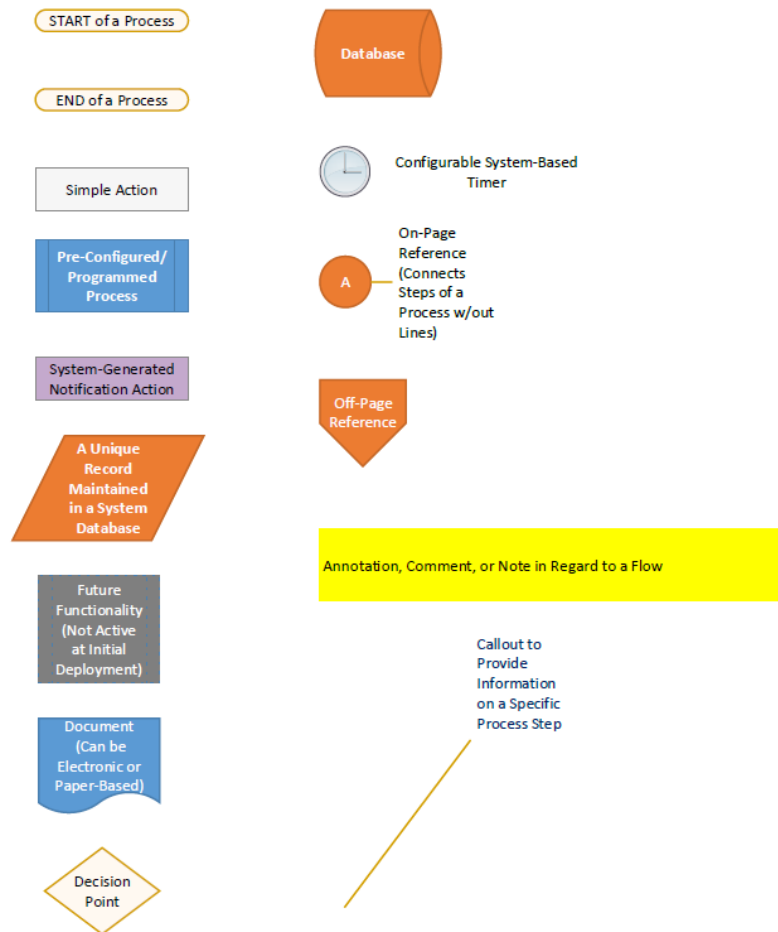
Near Miss Event: Access Tracking Queue and Review Resolution Status

Actors:	<p>Systems:</p> <ul style="list-style-type: none"> Safety Management System ("System") <p>Users:</p> <ul style="list-style-type: none"> Safety Unit ("User")
Description:	On a regular basis, the User accesses the tracking queue to monitor the progress of the resolution of near miss events. The System displays each event with an indicator that shows event resolution Not Started, Underway, Complete, Overdue, Escalated (number of times).
Trigger:	Upon login, System displays a dashboard among other displaying the tracking queue. AF-3
Preconditions:	The User has added a minimum of one near miss event to the tracking queue.

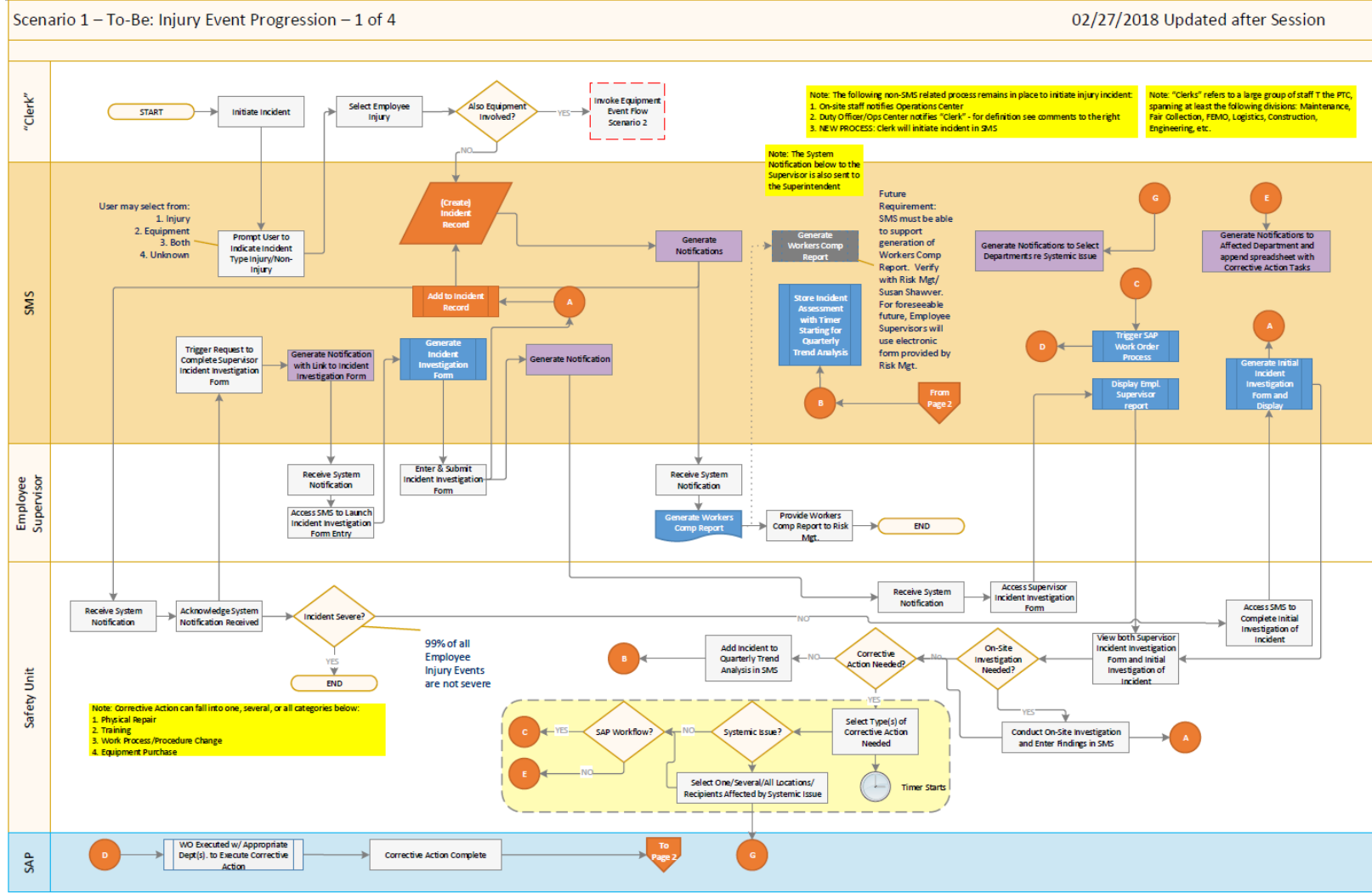
Post conditions:	The User reviews the specific status displayed for each near miss event indication resolution status.
Normal Flow:	<ol style="list-style-type: none"> 1. User accesses the System. 2. System displays the tracking queue with each near miss event list with a status indicator. Resolution: <ul style="list-style-type: none"> • Not Started • Underway • Complete • Overdue • Escalated (number of times) 3. User selects events in "Complete" status, closes them, thereby adding them to the Quarterly Trend Analysis Queue. AF-1, AF-2 4. The use case ends.
Alternate Flows:	<p>AF-1 User elects to escalate overdue near miss resolution:</p> <ol style="list-style-type: none"> 1. User indicates in the System to escalate the overdue near miss to the appropriate director. 2. Continue with Normal Flow Step 4. <p>AF-2 User elects to re-escalate overdue near miss resolution:</p> <ol style="list-style-type: none"> 1. User indicates in the System to re-escalate the overdue near miss to the appropriate director and associated superior management. 2. Continue with Normal Flow Step 4. <p>AF-3 System notification generated by near miss resolution being overdue prompts the User to access the System and the tracking queue to view the event and to escalate it.</p> <ol style="list-style-type: none"> 1. Continue with AF-1, Step 1.
Exception Flows:	N/A.
Business Rules:	N/A.
Notes:	N/A.
Definitions:	N/A.
Open Items:	N/A.

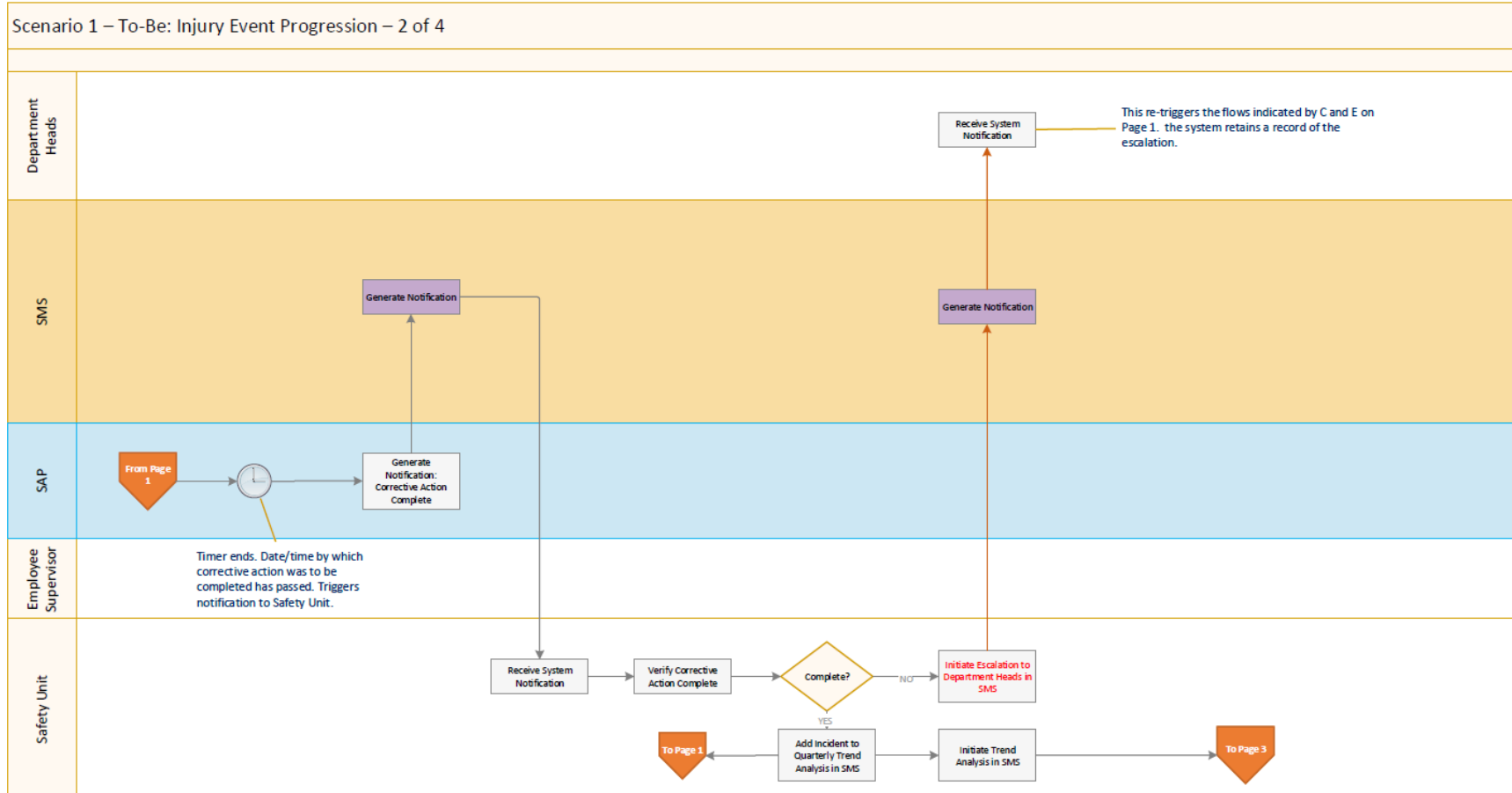
Swim Lane Diagrams

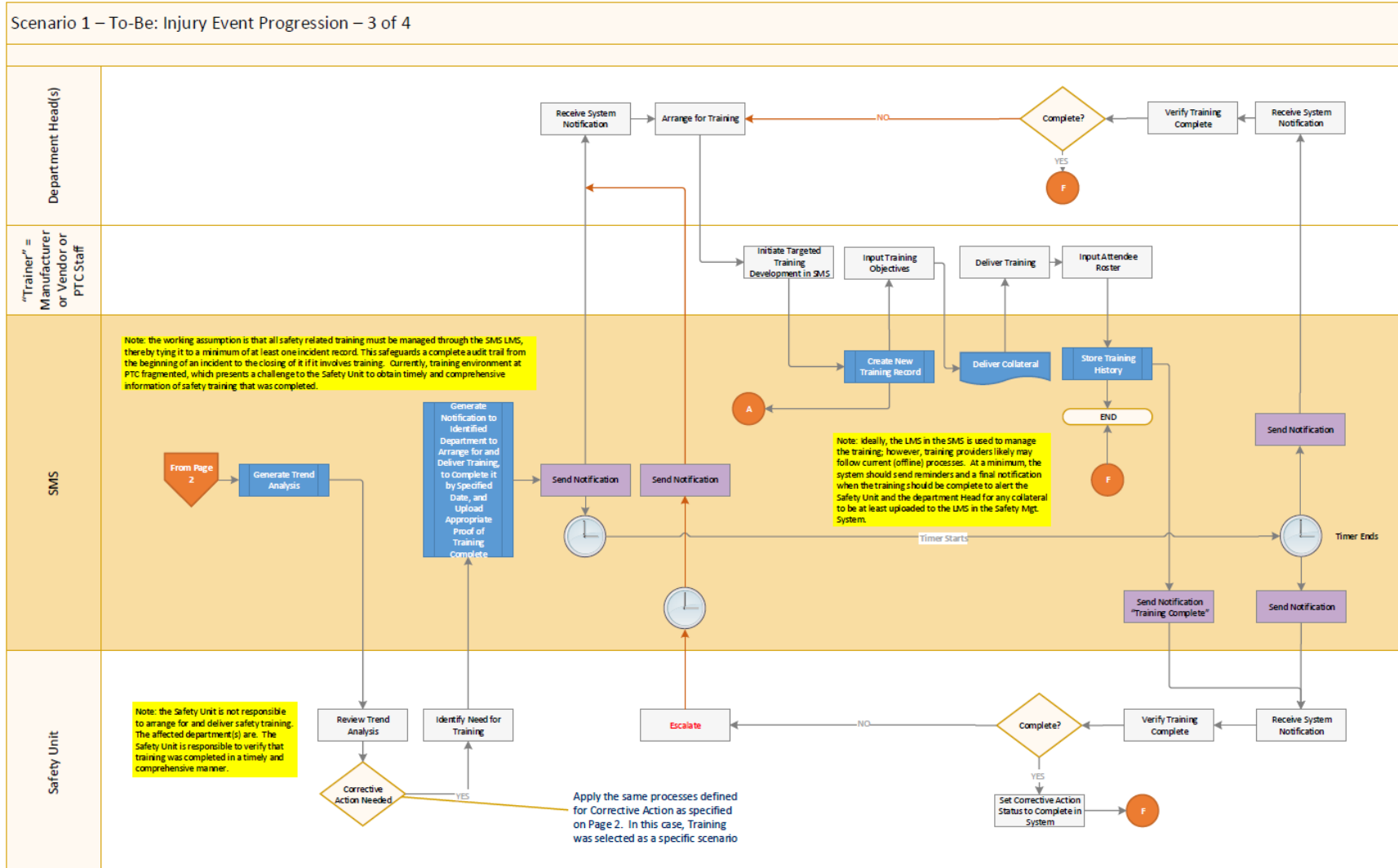
LEGEND

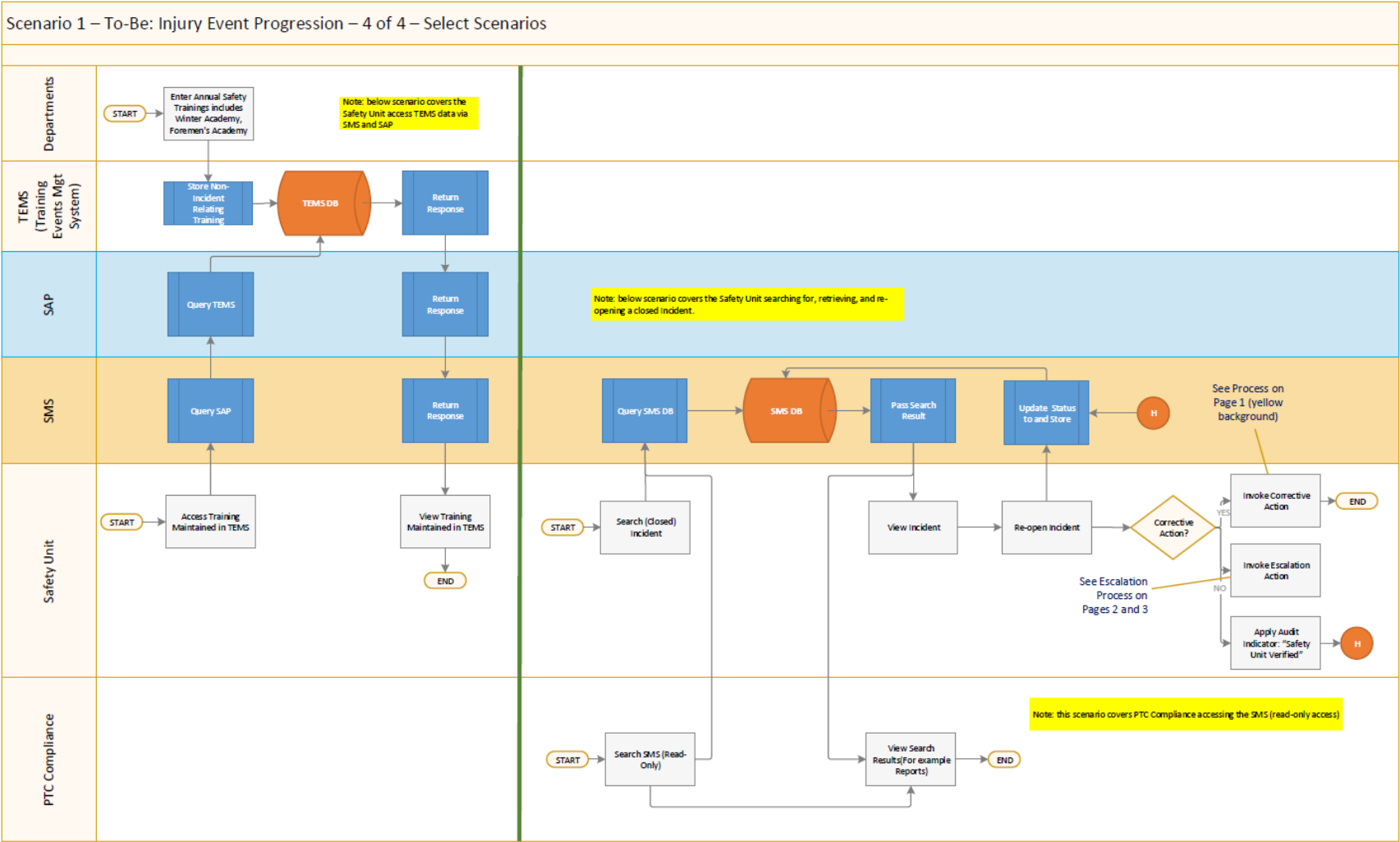


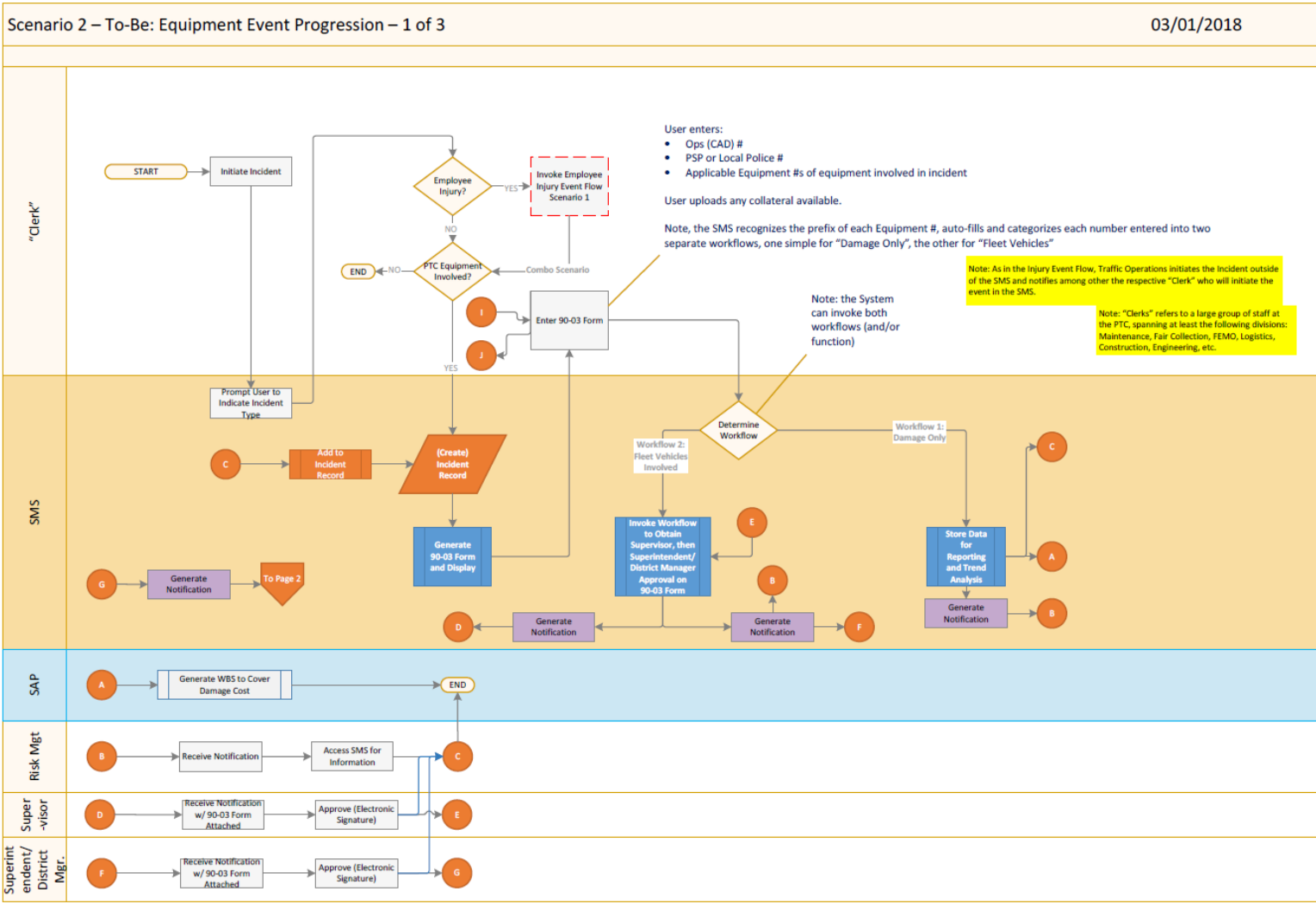
Appendix H - Solution Requirements, Use Cases, Swimlane Diagrams - RFP#18-10350-8333

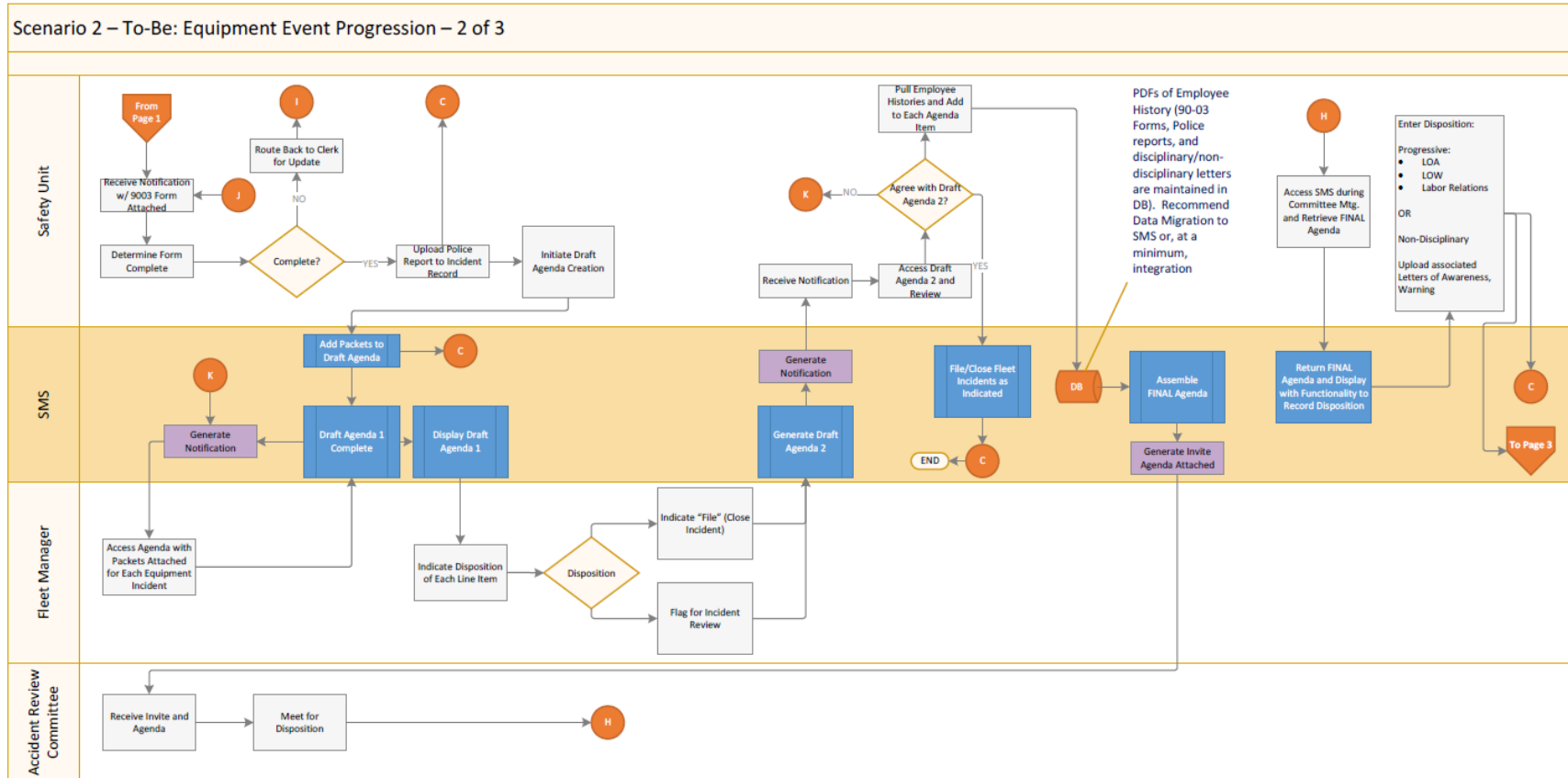


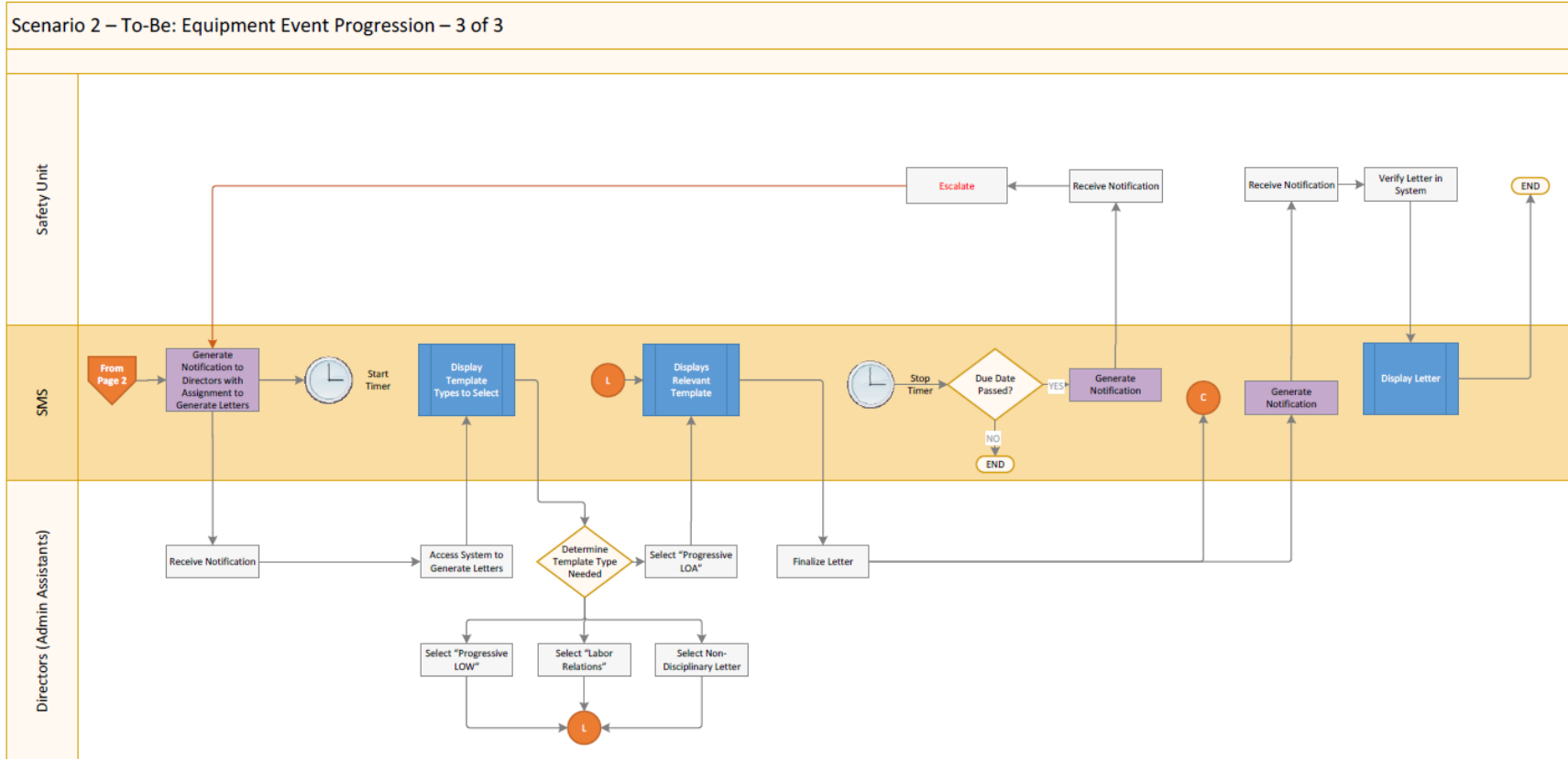


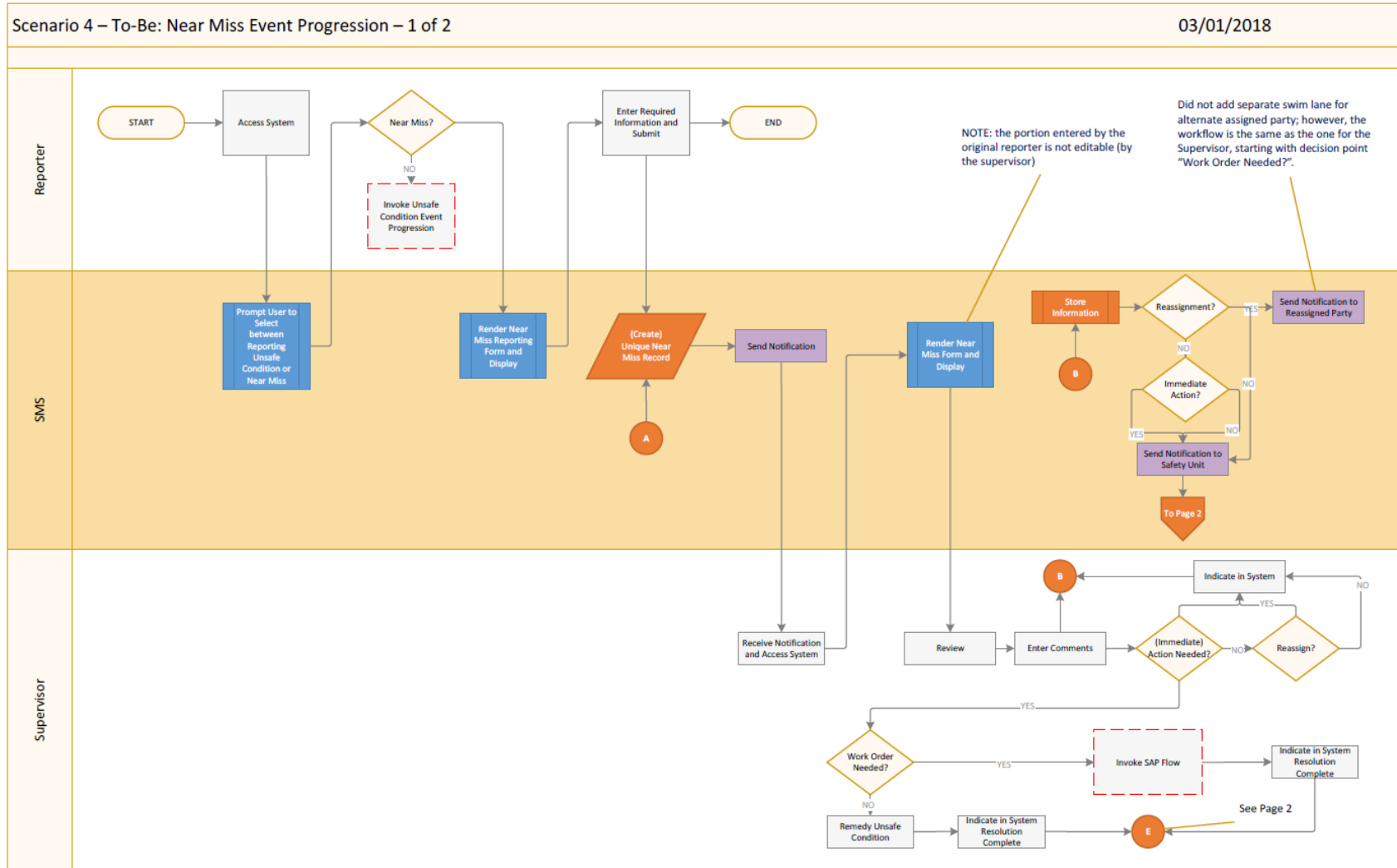


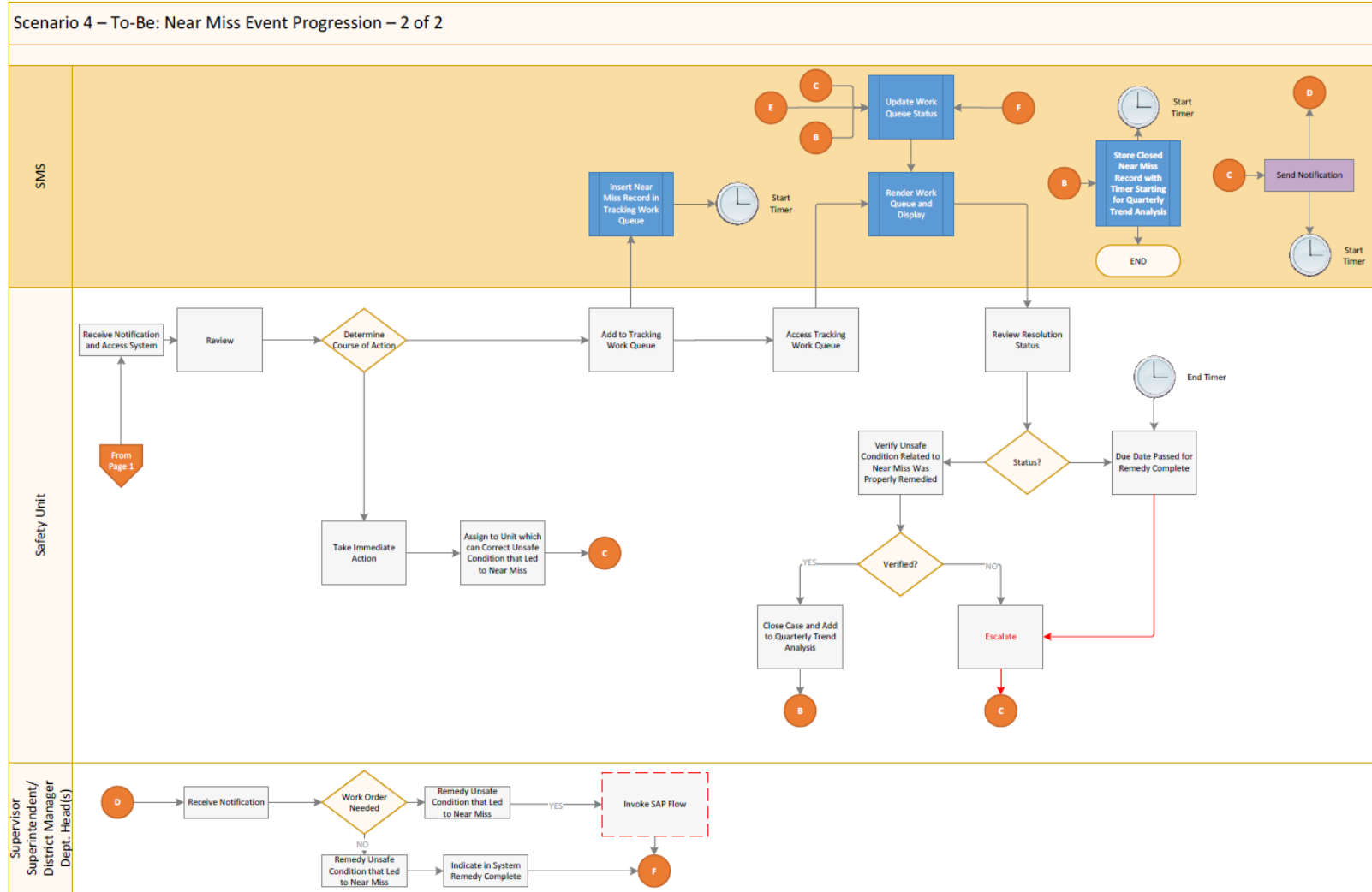


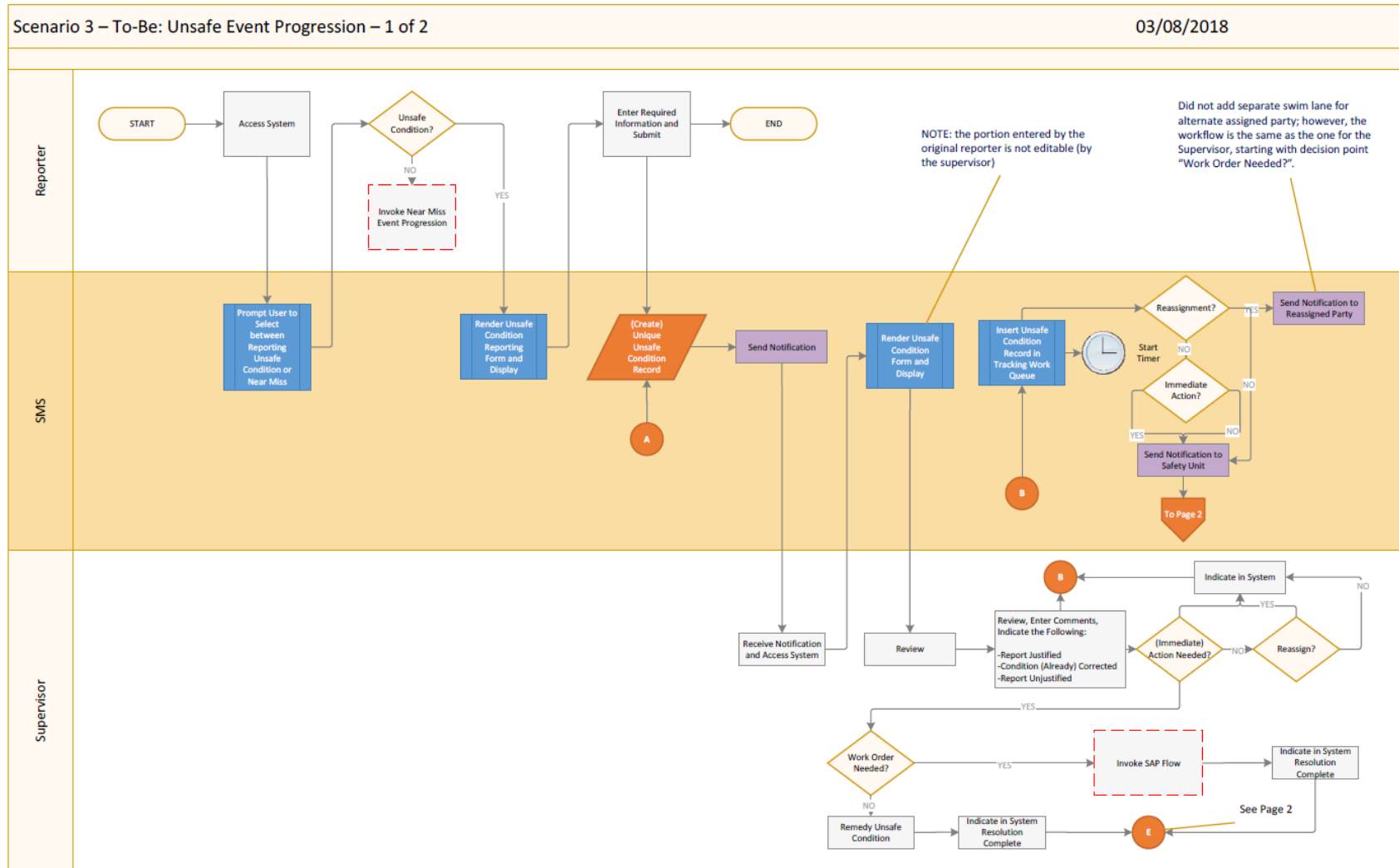


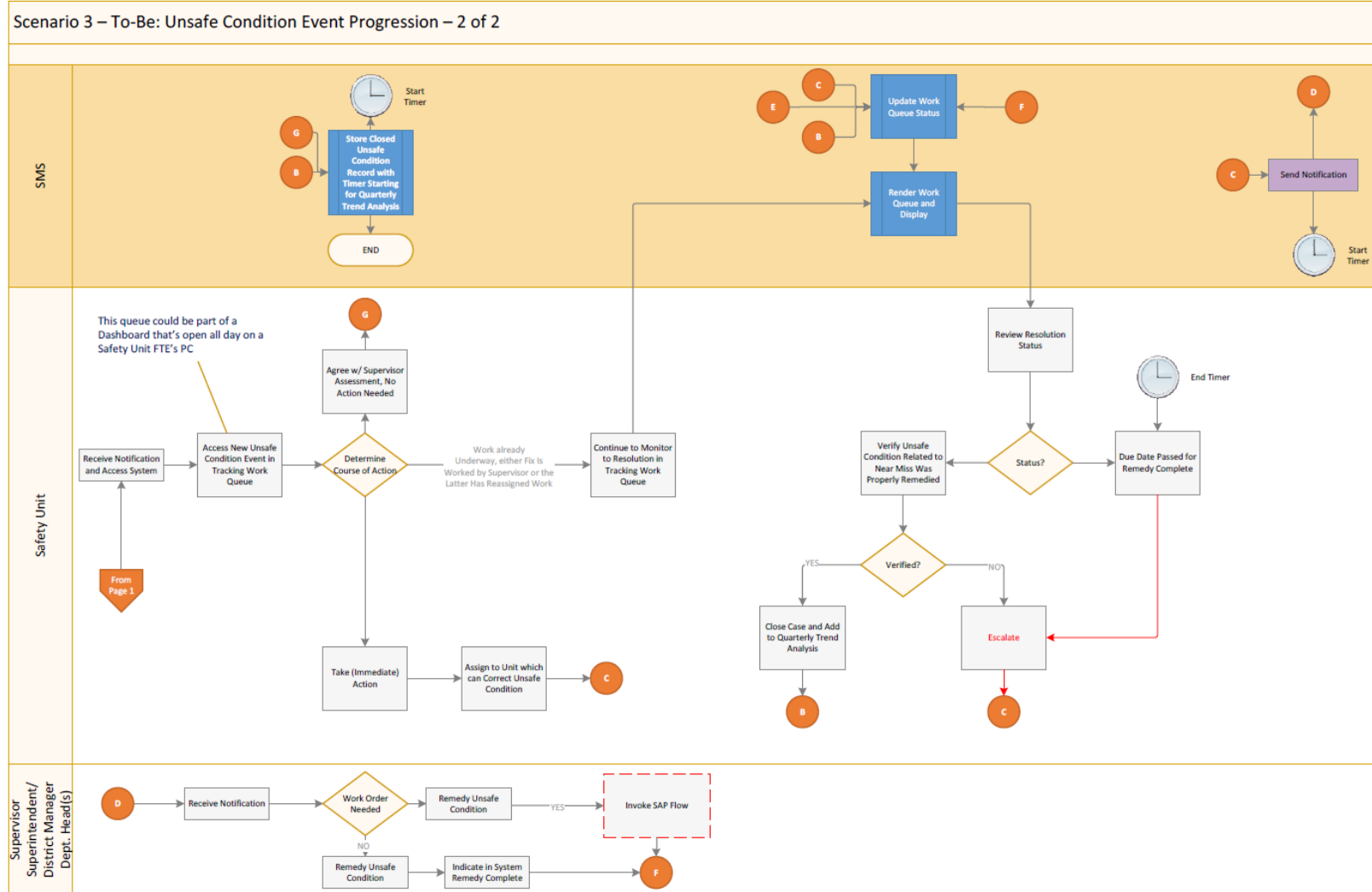












INSTRUCTIONS TO PROPOSERS:

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

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

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

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

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

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

Proposer Name:					
Number	Requirement	Priority	Category	The proposed solution:	Proposer Comments
B01	The solution shall provide a portal for field supervisors to enter safety problems/conditions, report hazards, vehicle accidents, and complete employee injury forms.	Mandatory	CORE FUNCTIONALITY		
B02	Additional field personal will use the mobile component to report on near-misses and unsafe conditions.	Mandatory	CORE FUNCTIONALITY		
B03	The solution shall provide for full lifecycle incident management, including incident classification and prioritization, incident investigation.	Mandatory	CORE FUNCTIONALITY		
B04	The solution shall provide real-time dashboards and analytics capabilities (ability to compile employee injury, vehicle accident and near miss information by location, incident type, date, time, etc., and perform trend analysis and multiple cause analysis).	Mandatory	ANALYTICS		
B05	The solution shall support quality control (tracking from initiation to resolution/closing).	Mandatory	CORE FUNCTIONALITY		
B06	The solution shall allow to enter historical case data into the system outside of the regular "intake" workflow to enable reporting and analytics (three years worth of injury cases; approximately 170/year).	Mandatory	ANALYTICS		
B07	The solution shall have the capability to implement and track completion of corrective and preventative actions with the ability to escalate to management if action is not completed.	Mandatory	CORE FUNCTIONALITY		
B08	The solution shall provide post-incident analysis and proactive safety management.	Mandatory	CORE FUNCTIONALITY		
B09	The solution shall support root cause analysis.	Mandatory	CORE FUNCTIONALITY		
B10	The solution shall be able to (cross-)reference OSHA and ANSI standards and attach them to a case.	Highly Desirable	CORE FUNCTIONALITY		
B11	The solution shall support staff completing facility inspections/walkthroughs and document findings in the system.	Mandatory	CORE FUNCTIONALITY		
B12	The solution shall provide task assignment.	Mandatory	CORE FUNCTIONALITY		
B13	The solution shall enable industrial safety management (= industrial hygiene/occupational health hazards).	Highly Desirable	CORE FUNCTIONALITY		
B14	The solution shall support workflows (configurable).	Mandatory	CORE FUNCTIONALITY		
B15	The solution shall provide for audit management/audit readiness.	Mandatory	COMPLIANCE/AUDIT		
B16	The solution shall provide automated notifications and alerts (configurable).	Mandatory	NOTIFICATIONS/ALERTS		
B17	The solution shall support entering and distributing ad hoc safety-related notifications.	Mandatory	NOTIFICATIONS/ALERTS		
B18	The solution shall meet OSHA, state and federal requirements; reporting accordingly).	Mandatory	COMPLIANCE/AUDIT		
B19	The solution shall provide links to or provide OSHA required reports (i.e., 501 forms)	Highly Desirable	COMPLIANCE/AUDIT		
B20	The solution shall be able to allow for correcting erroneous or incomplete transaction data by authorized users (override ability).	Mandatory	CORE FUNCTIONALITY		
B21	The solution shall allow for form creation (automation of forms) and management (configurable).	Mandatory	FORMS/DOCUMENT MGT		
B22	The solution shall support print-out of forms (.docx, .xlsx, .pdf).	Mandatory	FORMS/DOCUMENT MGT		
B23	The solution shall allow for records/document management or integrate with OnBase.	Highly Desirable	FORMS/DOCUMENT MGT		
B24	The solution shall provide a folder-based document management feature that will allow Commission users to upload records and organize them in the desired folder structure.	Highly Desirable	FORMS/DOCUMENT MGT		
B25	The solution shall have flexible, robust scheduled reporting (configurable dissemination of scheduled reports to a specified list of authorized recipients).	Mandatory	REPORTS		
B26	The solution shall have the ability to re-create (copy) an existing report for modification.	Mandatory	REPORTS		
B27	The solution shall allow modification of time, format, and content of scheduled reports.	Mandatory	REPORTS		
B28	The system must have flexible and robust real-time ad hoc reporting.	Mandatory	REPORTS		
B29	The solution shall enable well formatted print-to-hardcopy capability for all reports (.doc, .xlsx, .pdf).	Mandatory	REPORTS		
B30	The solution should allow for using data from field hazard inspections, injury reports, vehicle accidents information, and provide usable end reports, with photographs, diagrams, etc.	Mandatory	REPORTS		
B31	The solution shall generate reports in a new, separate "tab", which can remain open, allowing the user to move back and forth from the active view screen to the report without having to regenerate the report.	Highly Desirable	REPORTS		
B32	The solution shall provide a robust ad hoc search functionality.	Mandatory	SEARCH		
B33	The solution shall provide administrative users the capability to perform wild card queries, to use wild cards in a search string.	Mandatory	SEARCH		
B34	The solution shall provide means for Commission Risk Management to generate Workers' Compensation Forms; or be able to accept and store electronic Worker's Compensation Forms generated in a 3rd-party system (for example, ServiceNow).	Highly Desirable	FORMS/DOCUMENT MGT		
S01	The solution shall provide an escrow of system source code in the event that the provider ceases to provide services.	Mandatory	OTHER		
S02	The solution shall provide detailed documentation of the architecture and network of the hosting infrastructure.	Mandatory	ARCHITECTURE		
S03	The solution shall encrypt any Commission data in-transport and at rest outside Commission firewall.	Mandatory	SECURITY		
S04	The solution shall allow for pre-encryption, encryption, and post-encryption (acknowledgement of encrypted data received).	Highly Desirable	SECURITY		
S05	The hosting environment shall be physically located in the contiguous USA, including the redundant site (disaster recovery).	Mandatory	SECURITY		
S06	The solution shall be hosted in at least two environments, i.e. Production and Non-Production for testing (test upgrades, enhancements, and revisions in a non-live environment) and training purposes.	Mandatory	ARCHITECTURE		
S07	The solution shall provide front-end data validation and configurable descriptions/instructions.	Highly Desirable	USER EXPERIENCE		
S08	The solution shall be configurable to initiate "timers" and generate alerts and reminders.	Mandatory	NOTIFICATIONS/ALERTS		
S09	The solution shall provide a LMS "lite" (learning management system): enter and track training courses; provide metrics, and reports of deficiencies.	Highly Desirable	REPORTS		
S10	The solution shall be modular enough to exclude functionality not needed (for example, waste management, product safety).	Mandatory	ARCHITECTURE		
S11	The solution should support a SDS (Safety Data Sheet; a document that outlines information and procedures for handling and working with chemicals; must meet the GHS standards and be compliant with state and federal regulations).	Mandatory	FORMS/DOCUMENT MGT		

Number	Requirement	Priority	Category	The proposed solution:	Proposer Comments
S12	The solution shall be compatible with Commission Single Sign-On (SSO) solution.	Mandatory	SYSTEM ADMINISTRATION/USER ACCESS		
S13	The solution shall support log-on authentication (one-directional/bi-directional - role-based versus system authentication) integrating with the Commission's Active Directory/LDAP.	Mandatory	SYSTEM ADMINISTRATION/USER ACCESS		
S14	The solution shall provide administrator management and modification of user roles and access to system function.	Mandatory	SYSTEM ADMINISTRATION/USER ACCESS		
S15	The solution shall provide role-based access restrictions to specific data and functions, while providing select users with the ability to assign multiple roles of the same level of authentication.	Mandatory	SYSTEM ADMINISTRATION/USER ACCESS		
S16	The solution shall generate or display system activity, warnings, and errors.	Mandatory	NOTIFICATIONS/ALERTS		
S17	The solution shall provide secure access to a defined minimum amount of concurrent users (no less than six users administrator level; at least 15 users in the field).	Mandatory	PERFORMANCE		
S18	The solution shall store data in all remote devices and queue it until the system connectivity is restored and data is transmitted (support offline access in the event of no connectivity or lost data communications).	Mandatory	MOBILE		
S19	The solution shall work with field devices that allow operators to report incidents and unsafe conditions.	Mandatory	MOBILE		
S20	The solution shall be scalable, easily expanded, supporting long-term Commission Safety Management needs and growth.	Mandatory	ARCHITECTURE		
S21	The solution shall retain history of all data transactions and the ability for authorized users to access the history log (show the before and the after and time/date/user).	Highly Desirable	COMPLIANCE/AUDIT		
S22	The solution shall be designed to function 24 hours a day, 7 days a week, and 365 days a year, but may be shut down for maintenance activities during an agreed-upon, scheduled maintenance window.	Mandatory	PERFORMANCE		
S23	The solution shall provide disaster recovery and business continuity.	Mandatory	OTHER		
S24	The solution shall be easy to use for Commission's least technology savvy user groups (visually compelling thus easy to navigate).	Mandatory	USER EXPERIENCE		
S25	The solution shall provide easy-to-read on-screen prompts to help users while reporting an employee injury, equipment incident, near-miss, or unsafe condition.	Mandatory	USER EXPERIENCE		
S26	The solution shall seamlessly integrate via Cloud Informatica (iPaaS) with Commission's SAP Plant Maintenance (PM) (Master Data for Assets; Work Order process) and Human Capital Management (HCM) (Employee/Personnel Records (Personnel Administration; Organizational Data; Time Management (for example, timesheet to determine lost work hours)). Read-only access/view of SAP data.	Mandatory	SYSTEM INTEGRATION		
S27	The solution shall seamlessly integrate via Cloud Informatica (iPaaS) with Commission's SAP Human Capital Management (HCM) (Employee/Personnel Records (Personnel Administration; Employee Evaluations; Organizational Data; Time Management (timesheet to determine lost work hours)). Read-only access/view of SAP data.	Mandatory	SYSTEM INTEGRATION		
S28	The solution shall integrate with SAP and trigger SAP Workflow to enable notification generation (for example, trigger Work Order).	Highly Desirable	SYSTEM INTEGRATION		
S29	The solution shall seamlessly integrate via Cloud Informatica (iPaaS) with the Commission's OnBase system to provide document management. Enable document scanning and document upload to OnBase within Safety Management System.	Mandatory	SYSTEM INTEGRATION		
S30	The solution shall integrate with the with Commission's Active Directory (AD) for user identification and authentication (Commission Network users) and the Commission's Active Directory Federation Services (ADFS) for authenticating the users outside the Commission network.	Highly Desirable	SYSTEM INTEGRATION		
S31	The solution shall enable interfaces such as Web services or Application Program Interfaces (API) that can be used to develop custom extensions/bolt-on (for example, SuccessFactor integration for training and performance management, accessing performance evaluations).	Mandatory	SYSTEM INTEGRATION		
S32	The system integration shall be configurable.	Mandatory	ARCHITECTURE		
S33	The solution shall provide the ability to configure decision trees ("wizards") to guide the end user as efficiently as possible through a form or interview.	Highly Desirable	ARCHITECTURE		
S34	The solution shall not require a dedicated development team to manage changes and enhancements (configuration over coding).	Mandatory	ARCHITECTURE		
S35	The solution shall provide batch import features.	Highly Desirable	INTERFACES		
S36	The solution shall comply with all published Commission IT Standards and Policies, including but not limited to, application platforms, infrastructure, security, reliability, maintainability and interoperability. The solution shall also comply with Commission deployment management policies, which can include but are not limited, to Concept of Operations traceability, requirements traceability, scheduling, testing, rollback procedures, and acceptance.	Mandatory	OTHER		
S37	The solution shall store transaction data and audit reports in compliance with Commission records retention policies.	Mandatory	COMPLIANCE/AUDIT		
S38	The solution must adhere to TLS (Transport Layer Security) security standards 1.3 or above.	Mandatory	SECURITY		
S39	The solution shall generate an error log/alert that identifies records received through interfaces that do not contain all mandatory data fields.	Highly Desirable	INTERFACES		
S41	The solution shall provide comprehensive customer service to Commission users.	Mandatory	USER EXPERIENCE		
S42	The solution provider must be highly responsive during implementation and after.	Mandatory	USER EXPERIENCE		
S43	The solution shall have user documentation.	Highly Desirable	USER EXPERIENCE		
S44	The solution shall support meeting management.	Optional	OTHER		
Response options for each requirement					
Response Options					
A - Yes, Meets requirement			The proposed solution meets this requirement with only implementation and configuration required, meaning no software source code or scripting changes are required		
B - Customization needed to meet requirement.			The proposed solution requires software source code or scripting changes in order to meet this requirement.		
C - No, this requirement cannot be met.			The proposed solution does not meet the requirement		

General

The intent of this IT Standard is to define basic criteria to which IT Support teams will adhere when addressing incidents involving IT services and assets.

Standards

- All Incidents must be fully logged, stored, and managed in an authorized system.
- Incidents must be addressed within timeframes agreed upon with the business.
- Customer satisfaction will be measured and monitored.
- All incidents will subscribe to a standard classification scheme.
- Incident records will be reviewed on a regular basis to ensure quality.
- All incidents will use a common format and set of information fields where possible.
- A common and agreed set of criteria for prioritizing and escalating incidents will be maintained.
- Incidents which significantly impact the operations of the business will take priority over other scheduled work.
- Users will be kept informed of incident progress throughout the incident lifecycle at intervals agreed upon with the business.
- Incidents and Service Requests will be recorded separately.

Definitions

Incident

An incident is an unplanned interruption to an IT service or a reduction in the quality of an IT service

Exceptions

Any exception to this standard must be approved by the Chief Technology Officer (CTO).

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1.0 Purpose

The purpose of this Support Service Level Agreement (SLA) is to define the provision of the COTS Safety Management System (hereafter referred to as the “solution”) Help Desk Support and Hosting Site Maintenance Support services to the Pennsylvania Turnpike Commission (herein referred to as “the Commission”) and users of the solution.

Proposers are invited to provide their SLA offerings in the tables below and submit Appendix K as part of the response.

2.0 General Remarks:

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

- All information obtained during the course of this work is strictly confidential and secure;
- All communication from the Commission and solution users will be documented to establish contact information and document the nature of the problem;
- Upon request from the Commission, all intellectual and physical property in whole or in part as a result of this contract for the solution to include, but not limited to:
 - System configuration data,
 - Help Desk data,
 - All configurations and program code used in the configuration, testing, and production sites of the solution, and,
 - All other data and information in file or document formats associated with the solution will be returned to the Commission on media approved by the Commission.
- Solution hosting and solution maintenance support will begin the first day following Commission solution acceptance in part or in whole.

3.0 Uptime and Service Response SLAs

The Commission desires that the Proposer shall maintain and support a dedicated secure Production environment to host the solution with a minimum of 98.5% uptime/availability during Business Hours, Monday to Friday, 7:00 am – 5:00 pm, EST.

Service Credit. Shall mean an amount equal to the pro-rata monthly recurring service charges (i.e., all monthly recurring charges) for one (1) day of Service. If the solution performs above the mutually agreed-

upon uptime/availability, the Proposer accrues Service Credits based on a sliding scale. Each decimal fraction (.01% and up)) greater than the mutually agreed-upon uptime/availability will earn a certain amount of Service Credit as mutually agreed upon by the Commission and the Proposer.

Metric Exclusions. Proposer's service level obligations for solution availability exclude downtime resulting from:

- Software, equipment or services not managed or within the control of the Proposer, or their subcontractors.
- Scheduled maintenance, provided that Proposer informs the Commission of scheduled maintenance that will directly affect the solution at least ten (10) business days before maintenance work commences, and the Commission approves the scheduled downtime

Downtime. Downtime equals total time during which the Proposer-managed or subcontracted solution is not available for reasons not included in the Metric Exclusions. In the event of Downtime, the Commission shall be eligible to receive a Service Credit per incident in an amount as mutually agreed upon by the Commission and the Proposer. Only one Service Credit can be applied within a ten-(10) hour period.

Degradation of Service/DoS. A DoS is defined as any reduction in solution throughput, or any reduction in solution response time, within an Incident. In the event of a DoS incident, the Commission shall be eligible to receive a Service Credit per incident in an amount as mutually agreed upon by the Commission and the Proposer. Only one Service Credit can be applied within a ten-(10) hour period.

INSTRUCTION: Provide your SLAs and Service Credit/Debit offerings in the yellow-colored cells corresponding to the Performance Metric in the left-most column. For SLAs not offered, please indicate “N/A.” Add any SLAs offerings not represented below.

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Proposer Service Credit/ Incentive	Proposer Service Debit/ Disincentive
Service Response		“Service Response” shall mean the time between Commission placement of a call for support of services and response received by Commission from the Proposer and regular, to-be defined updates from the Proposer.				
Planned Downtime		“Planned Downtime” shall mean planned downtime for maintenance, upgrades, and enhancements. The Commission requests the Proposer provide a schedule of planned downtime for continuous, routine maintenance.				

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Proposer Service Credit/ Incentive	Proposer Service Debit/ Disincentive
System Unavailability Notification (Planned)		The Proposer must notify the Commission of any planned system unavailability during approved scheduled maintenance of the System and Services no less than 2 weeks prior to the unavailability occurring.				
Unplanned Downtime		"Downtime" shall mean sustained System unavailability due to the failure of the Proposer to provide Service(s) for such period. System unavailability is defined as inability to login to the Solution (this does not include slow performance <i>and/or</i> intermittent system errors). Downtime shall not include any System unavailability during approved scheduled maintenance of the System, and Services.				

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Proposer Service Credit/ Incentive	Proposer Service Debit/ Disincentive
System Unavailability Notification (Unplanned)		The Proposer must notify the Commission of any unplanned system unavailability within one (1) hour of discovering or receiving notice of system unavailability.				
Degradation of Service		Degraded Service shall mean a Service that tests as fully operational but is degraded below user expectations across a significant segment of the user population as determined by the Commission. This includes but is not limited to slow performance and/or intermittent system errors. Degraded Service shall not include any System unavailability during approved scheduled maintenance of the System, and Services.				

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Proposer Service Credit/ Incentive	Proposer Service Debit/ Disincentive
System Change Request		Upon receipt of request for System Change Request/Content update from the Commission the Proposer shall provide the Commission with a work plan for executing the System Change Request/Content update.				
Problem Circumvention or Resolution Time	1-Urgent Priority within one (1) business day 2-High Priority within three (3) business days 3-Standard Priority within five (5) business days 4-Low Priority within ten (10) business days	The time required for circumvention or solution after reporting a problem.				

Performance Metric	Performance Target	Definition	Calculation	Frequency of Review	Proposer Service Credit/ Incentive	Proposer Service Debit/ Disincentive
Solution Support Availability		Percentage of time that supports requests made via phone, voicemail, email, chat, etc. are answered by live agent Monday through Friday 7:00 AM – 5:00 PM ET except Commission holidays (After hours, leave a voice message for return call the following business day.)				

Table 1. Response Times SLA.

3.1 Problem Circumvention or Resolution Time Priorities

INSTRUCTION: Provide your definition of Priority versus Incident, Problem, and Service Request in the yellow-highlighted cells.

Incident Priority	Definition
1-Urgent Priority	
2-High Priority	
3-Standard Priority	
4-Low Priority	

Table 2. Incident Priority Definitions.

Problem Priority	Definition
1-Urgent Priority	
2-High Priority	
3-Standard Priority	
4-Low Priority	

Table 3. Problem Priority Definitions.

Service Request Priority	Definition
1-Urgent Priority	
2-High Priority	
3-Standard Priority	
4-Low Priority	

Table 4. Service Request Priority Definitions.

3.2 Help Desk Support Levels

- Level 1— Level 1 Service Requests and Incidents are fielded by Commission Service Desk via user telephone, email, or web request. Unresolved Level 1 Service Requests and Incidents are passed to Level 2 owned by the Proposer. They are processed by the Proposer based on Priorities for Incidents, Problems, and Service Requests along with the Response Time SLAs that were mutually agreed-upon between the Commission and the Proposer. Incentives and Disincentives are applied per the agreed-upon Response Time SLAs.
- Level 2—Service Requests and Incidents that the Commission Service Desk cannot resolve at Level 2, will be submitted to the Proposer. The Proposer resolves operational issues and configuration efforts. They are processed by the Proposer based on Priorities for Incidents, Problems, and Service Requests along with the Response Time SLAs that were mutually agreed-

upon between the Commission and the Proposer. Incentives and Disincentives are applied per the agreed-upon Response Time SLAs.

- Level 3—The Proposer performs all code modifications to the solution application to resolve Service Requests, Incidents, and problems. They are processed by the Proposer based on Priorities for Incidents, Problems, and Service Requests along with the Response Time SLAs that were mutually agreed-upon between the Commission and the Proposer. Incentives and Disincentives are applied per the agreed-upon Response Time SLAs.

Proposer Service Desk Support Hours

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

Table 5. Service Desk Support Levels.

4.0 Deliverables SLAs

4.1 Task Plan SLA

Task #	Task Plans	Initial Due Date	Disincentive
IV-4. a.	Project Management Plan (Compiled plan including all task plans listed below excluding ad-hoc plans)	The Proposer shall develop a comprehensive, final version of the Project Management Plan and provide it to the Commission within a timeframe mutually agreed-upon between the Commission and the Proposer following Contract NTP. An Initial Project Plan is to be submitted as an appendix to the Technical Proposal.	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. a.	Issue Management Plan	The Issue Management Plan shall be submitted as a draft within the Project Management Plan as an appendix to the Technical Proposal.	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. a.	Risk Management Plan	The Risk Management Plan shall be submitted as a draft within the Project Management Plan as an appendix to the Technical Proposal.	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. a.	Change Control Management Plan	The Change Control Management Plan shall be submitted as a draft within the Project Management Plan as an appendix to the Technical Proposal.	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. a.	Communications Management Plan	The Communications Management Plan shall be submitted as a draft within the Project Management Plan as an appendix to the Technical Proposal.	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. a.	System Interface and Configuration Documentation	System Interface and Configuration Documentation shall be submitted as a draft within the Project Management Plan as an appendix to the Technical Proposal.	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.

Task #	Task Plans	Initial Due Date	Disincentive
IV-4. b.	System Software Testing Documentation	<p>A template of the System Software Testing Documentation shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>A final version shall be delivered on a date mutually agreed upon during negotiating the Contract Agreement.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. b.	Hardware Testing Documentation (as applicable to supporting the mobile component)	<p>A template of the Hardware Testing Documentation shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>A final version shall be delivered on a date mutually agreed upon during negotiating the Contract Agreement.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. b.	Communications Testing Documentation	<p>A template of the Communications Testing Documentation shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>A final version shall be delivered on a date mutually agreed upon during negotiating the Contract Agreement.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. c.	Safety Management System Implementation Strategy	<p>A template of the Implementation Strategy shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>A final version shall be delivered on a date mutually agreed upon during negotiating the Contract Agreement.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.

Task #	Task Plans	Initial Due Date	Disincentive
IV-4. c.	Go-live Documentation	<p>A template of the Go-live Documentation shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>A final version shall be delivered on a date mutually agreed upon during negotiating the Contract Agreement.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-4. c.	Support Documentation	<p>A template of the Support Documentation shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>A final version shall be delivered on a date mutually agreed upon during negotiating the Contract Agreement.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-5. a.	Task Plan	<p>A template of the Task Plan shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>A final version shall be delivered on a date mutually agreed upon during negotiating the Contract Agreement.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.

Table 6. Task Plan SLA.

4.2 Reports SLA

Task #	Reports	Frequency	Due	Disincentive
IV-5. b.	Project Status Report	Weekly during Implementation	<p>A template of the Project Status Report shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>The first copy of the report shall be delivered within ten (10) working days of the Notice to Proceed.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-5. c.	Problem Identification Report	As Required	<p>A template of the Problem Identification Report shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-5. d.	Quarterly SLA Report	Quarterly	<p>A template of the Project Status Report shall be submitted within the Project Management Plan as an appendix to the Technical Proposal.</p> <p>The first copy of the report shall be delivered within ten (10) working days following the conclusion of the first (calendar) quarter completed after the successful pilot.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-5. e.	Annual SLA Summary Report along with a Report on Overall Contract Execution and Identified Problems	Annually	<p>The first copy of the report shall be delivered a minimum of two (2) weeks from the annual anniversary of NTP date.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.
IV-5. f.	Final Report	One Time	<p>The report shall be delivered two (2) weeks after conclusion of the successful pilot.</p>	Amount per day late to be determined mutually between the Commission and the Proposer following contract award.

Table 7. Reports SLA.

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Project Plan Sample 2

 Initial Project Plan..... 2

 Issue Management 2

 Risk Management 3

 Change Control Management. 3

 Communications Management 3

 System Interface and Configuration Documentation..... 4

Project Plan Sample

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

Initial Project Plan

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

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

- A Gantt chart with critical path identified;
- High-level phases, activities, tasks, deliverables, and milestones that align with the Safety Management System Project deliverables in this section;
- Planned start and end dates for each phase, activity, tasks, and dates for deliverables and milestones; and,
- Dependencies, lag, and overlap among phases, activities, and tasks.

Issue Management

Issue management is the systematic process of identifying and resolving project issues that may arise from any project activity. Action items may become issues if they are not resolved timely or effectively. Issues can affect the project work plans if not addressed properly and timely. The objectives of the Issue Management Process include to:

- Identify/define/document the issue;
- Log the issue for tracking;
- Identify severity/priority of the issue;
- Evaluate/document potential impact to project;
- Identify/document/present options for resolution;
- Identify pros/cons of proposed options for resolution;
- Identify a recommended option for resolution;
- Determine level of escalation required for resolution;
- Determine appropriate communication scope and strategy; and
- Implement and document the resolution of the issue.

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

Risk Management

A risk is an event or action that has a chance of occurring, which may result in a negative effect on the project. The objectives of Risk Management activity are to:

- Develop an effective Risk Management strategy to identify, categorize, quantify, prioritize, and respond to project risks with mitigation strategies;
- Select and execute risk responses; and
- Determine whether the implemented risk responses are achieving the desired objective and provide corrective action if necessary.

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

Change Control Management.

Proactively managing scope is critical. Scope creep (the gradual and incremental expansion of scope) is a common cause of project failure. The objectives of the Change Control Management process are:

- To define and manage the scope of project work so that it complies with the project requirements and budget;
- To establish the plan/process for change request evaluation with respect to impact on schedule, budget and resources, and project objectives;
- To develop, implement, manage, and monitor the processes for managing project issues and change requests;
- To provide a description of proposed change control tools; and
- To establish an approach to change request implementation.

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

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

Communications Management

The purpose of Communication Management is to create and implement a communications strategy and plan for the project. An effective Communication Management strategy involves the following:

- Supporting communications principles and objectives;
- Conducting internal and external stakeholder analysis;

- Developing and delivering targeted project communications ;
- Collecting, analyzing, and responding to feedback on Communication Management activities.

The Selected Proposer is responsible for developing and implementing a communications management strategy and managing communications within the scope of the Safety Management System Project.

System Interface and Configuration Documentation

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

Number	Requirement
SNR-1	The Proposer shall use the Commission's IT Service Management solution (ITSM). (as of this writing, the platform is ITSM).
SNR-1.1	The Proposer shall be granted ITSM base user roles.
SNR-1.2	The Proposer shall submit change requests for approval of additional ITSM roles as needed to carry out required ITSM tasks.
SNR-1.3	The Proposer coordinates all development role tasks / configuration changes within ITSM for in-scope tasks and assets required by this RFP.
SNR-1.3.1	ITSM development role tasks and changes shall adhere to the Commission's development standards and procedures.
SNR-1.3.2	ITSM development role tasks and changes shall include QA test script creation and QA testing.
SNR-1.4	The Proposer shall coordinate with the Commission and ITSM support entity to configure ITSM for use in the contract using built-in ITSM features.
SNR-2	The Proposer shall use ITSM for service request ticketing.
SNR-2.1	Service request tickets shall include tickets for incidents, problems, tasks, changes, and requests.
SNR-2.2	The Proposer shall acknowledge all service request tickets assigned to them.
SNR-2.3	The Proposer shall resolve all service request tickets assigned to them.
SNR-2.4	The Commission shall close "resolved" service request tickets after resolution is verified.
SNR-2.4.1	The state of a service request ticket shall be changed from "resolved" back to "active" if the Commission determines that the incident at hand has not been adequately resolved. If the ticket was closed, the Commission reserves the right to reopen the ticket.
SNR-2.4.2	An "Open State" shall be defined as any ticket state that is not "resolved" or "closed"
SNR-2.4.3	Tickets in the resolved state assigned to the Proposer shall not be automatically closed by ITSM. The Proposer shall coordinate configuration of ITSM to exclude tickets assigned to the Proposer from being automatically closed.
SNR-3	Incident tickets shall be assigned maintenance priorities.
SNR-3.1	Incident ticket maintenance priorities shall be Critical, High, Moderate, and Low.
SNR-3.2	Incident ticket maintenance priorities shall be determined by impact and urgency.
SNR-3.3	The Proposer shall provide updates in the notes field on all service request tickets with a frequency appropriate to the impact and urgency of the ticket.
SNR-3.4	The Proposer shall notify the Commission of related incidents, change requests, and problems when observed/discovered while working on a service request ticket.
SNR-3.5	Service request tickets opened for related incidents, change requests, and problems shall reference the original service request ticket in the related records tab.
SNR-3.6	All appropriate Proposer and Commission personnel shall receive ticket notifications.
SNR-4	ITSM service level management shall be used for SLA management.
SNR-4.1	SLAs shall be tracked in ITSM for each service request ticket.
SNR-4.1.1	Ticket acknowledgement SLA shall start when a ticket is opened.
SNR-4.1.2	Ticket acknowledgement SLA shall end when a ticket state is changed from "new" to "active".
SNR-4.1.3	Ticket resolution SLA shall start when ticket is opened.
SNR-4.1.4	Ticket resolution SLA shall be paused when a ticket state is changed from "active" to "resolved".
SNR-4.1.5	Ticket resolution SLA shall end when a "resolved" ticket is closed.
SNR-4.1.6	Ticket resolution SLA shall resume when a ticket state is changed from "resolved" back to "active".
SNR-4.1.7	For any ticket that must be reopened or changed from "resolved" back to "active," all applicable SLA shall be calculated retroactively to include the time in which it was in a resolved or closed state.
SNR-4.2	SLAs shall be consistent with Appendix P.
SNR-4.2.1	SLAs shall include an SLA based upon ticket acknowledgement time.
SNR-4.2.2	SLAs shall include an SLA based upon ticket resolution time.
SNR-4.3	The Proposer shall track and calculate uptime in ITSM.
SNR-4.3.1	Low priority ITSM incident tickets shall not impact uptime.

Number	Requirement
SNR-4.3.2	Moderate priority incident tickets related to functionality that does not meet the usability standard shall impact uptime.
SNR-4.3.3	High and critical priority incident tickets shall impact uptime (less any exception specifically noted in the RFP).
SNR-4.3.4.1	Service offering-based uptime (service offering availability) shall be used to track and calculate uptime for the Safety Management System consistent with uptime percentage requirements in Appendix P.
SNR-4.3.4.2	Outages shall be opened against the service offering for all incidents meeting criteria for an outage.
SNR-4.3.4.3	Outages shall remain open until all ITSM incident tickets meeting criteria for an outage are resolved and closed.
SNR-4.3.4.4	Service offering-based uptime shall be calculated by ITSM via service offering availability reports.
SNR-4.3.4.5	Service offering availability reports shall be available to the Commission at all
SNR-4.3.4.6	Service offering availability for the last month shall be used to assess monthly Service Credits consistent with Appendix P.
SNR-4.3.5	The Proposer shall coordinate with the Commission and ITSM support entity to configure ITSM to track, calculate, and provide uptime reports for Service Offering Based Uptime.
SNR-4.3.5.1	Uptime calculations and reports shall be provided to the Commission for the Service Offering via ITSM
SNR-6	All changes shall be performed through change requests.
SNR-6.1	The Proposer shall follow and participate in the Commission's change process consistent with Appendix R.
SNR-6.2	All changes to CI shall go through the change process.
SNR-6.3	Any software development (enhancements), changes, or customization requested by the Proposer shall begin with a service catalog request.
SNR-6.3.1	When the development team receives the service catalog request, the development team shall open a change record.

General

The intent of this IT Standard is to define basic criteria to which PTC Departments adhere when requesting and implementing changes affecting PTC production technology services and assets (e.g. SAP, MS-Dynamics applications, ServiceNow). The goal of Change Management is to minimize the risk of business impact from disruption to PTC production systems caused by change. This is accomplished by reviewing and prioritizing requested changes, coordinating change activities, and providing feedback on the success or failure to further reduce future risk.

PTC Policy Letter 8.11: "Information and Operational Technology (IT/OT) Standards" delegates responsibility for developing and promulgating PTC technical standards and procedures to the IT Department. All PTC departments are required to ensure these IT Standards are enforced.

Standards

- No unauthorized changes will be implemented in the production IT environment.
- Changes will be implemented in the following authorized change windows unless an exception has been granted. Each exception will be evaluated based on business value, urgency, and risk:
 - Normal weekly maintenance window from 6:00 PM Thursday to 6:00 AM Friday.
 - Enterprise Business Systems – Between Tuesday 5:00 PM to Wednesday 6:00 AM.
 - Friday through Sunday windows may be requested for cases where more than overnight time may be required for either implementation or back-out contingencies (e.g. SAP enhancement packs, major upgrades)
- All changes to IT production systems will be recorded in ServiceNow.
- To the extent possible, changes will be recorded against a Configuration Item (CI) in the commission's authorized Configuration Management Database (CMDB).
- Changes will not be authorized unless the Change plan (summary of the change to production), Back-out plan (remediation plan if there is a problem implementing the change), and Test Plan (validating success after the change) have been documented in the Change Record.
- Requested changes to the list of preauthorized changes will be submitted to the IT Change Manager and reviewed by the Change Review Board (CRB). The IT Change Manager will publish the definitive list of preauthorized changes in ServiceNow.
- Emergencies/Exceptions requested with the potential to impact multiple teams will require input from all affected teams.
- The IT Change Manager or designee shall authorize emergency changes and exceptions and shall have the discretion to seek approval from appropriate stakeholders.
- After Action Reviews may be required for changes that are closed with a status other than Successful and have significant business impact (e.g. large number of users affected, business process disrupted with negative effects) or if requested by management.
- During the weekly maintenance window, changes that could affect roadway operations and safety must be cleared with the Traffic and Operations Center and attempt to avoid any Commission holiday and event dates before commencing the work.
- During anticipated high-volume traffic periods (e.g., Engineering defined holiday periods), requested changes will receive additional scrutiny to determine the risk to roadway operations.

- The change Manager reserves the right to defer change requests not submitted by the weekly deadline of EOB Monday unless they meet the criteria of an “Emergency Change” (see definition below).
- For Enterprise Business Systems, evidence of successful QA completion **must** be noted in the Change Record work notes by authorized QA staff. (e.g., SAP, Dynamics, ServiceNow, GIS).

CRB Member Representation

Leaders of the following IT areas are considered the primary members of the CRB:

- Change Manager
- Technology and Innovation Management Director
- IT Quality Manager
- Business Relationship Manager
- Senior IT Project Manager
- IT Policy & Planning Manager
- Enterprise Business Solutions (EBS) Director
- Manager of EBS - Operations
- Manager of EBS – Technical Services
- Manager of EBS – Programs
- GIS Manager
- Technology Infrastructure Director
- Senior SAP BASIS Administrator
- Server and Storage Manager
- Communications Manager
- End User Support Manager
- Network Control Manager
- Information Security Officer

CRB Member Responsibilities

CRB members are responsible for:

- Participating in CRB meetings or sending a delegate if not available.
- Discussion and input as needed (emergency or exception requests, requests to modify the Pre-authorized change list).
- Promoting awareness and compliance in their IT area regarding Change Management standards and procedures as outlined in this standard, and the Normal and Pre-authorized change desk guides.

Supporting Documents

- Current list of Pre-authorized Changes
- Desk Guide for Normal Changes
- Desk Guide for Pre-authorized Changes

Definitions

IT Service

ITILv3 defines a Service as something provided to one or more Customers, by an IT Service Provider. An IT Service is based on the use of Information Technology and supports the Customer's Business Process. An IT Service is made up from a combination of people, Processes and technology and should be defined in a Service Level Agreement.

Change

A change is defined as the addition, modification, or removal of anything that can affect an IT service.

Preauthorized Change

A preauthorized change is a change that is generally low risk, well understood, and has been reviewed and authorized in advance by the Change Review Board. In some cases, approval for changes occurs outside of the CRB. For example, SAP security role changes are requested and approved in ServiceNow by the role owner prior to requesting the release to production.

Normal Change

A Normal Change is a change that is not an Emergency or Preauthorized change and follows the defined steps of the change management process.

Emergency Change

An emergency change is an urgent change needed to mitigate business impact resulting from an error or omission. Emergency changes are generally associated with incidents or problems in IT.

Change Review Board

The change review board is an advisory board composed of representation by IT teams and chaired by the IT Change Manager. This board exists to review, evaluate, and authorize requests for change. The CRB can include business representation as required.

Exceptions

Any exception to this standard must be approved by the Chief Technology Officer (CTO). Exceptions to deadlines and authorized windows will be reviewed on an individual basis by the IT Change Manager and/or the Change Review Board.

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Purpose

Appendix O provides sample forms used currently by the Commission Safety Unit. These forms are intended for conversion to an electronic form in the Safety Management System. This is not an exhaustive inventory.

Safety Investigation Report

Page 1 of 2



Safety Investigation Report

- Supervisor to complete this form regarding employee injuries or near-miss incidents; submit form via email to sinvesti@paturnpike.com
- Ensure an [Accident Report Form 90-03](#) is completed for all vehicle and equipment incidents and crashes, and property damage; submit form via email to equipmentaccident@paturnpike.com

Report Date: Click or tap to enter a date.

Incident Information			
Date:		Time:	
Location:			
Supervisor Notification			
Name:		Date:	
Time:			
Employee Information			
Name:		Job Title:	
Employee Job Assignment:			Employee #:
Was work out of class:		Yes	No
Start of shift:			Hours worked prior to incident:

Injury Location (select all that apply):

<input type="checkbox"/> Head	<input type="checkbox"/> Fingers
<input type="checkbox"/> Face	<input type="checkbox"/> Hip
<input type="checkbox"/> Neck	<input type="checkbox"/> Groin
<input type="checkbox"/> Chest	<input type="checkbox"/> Buttocks
<input type="checkbox"/> Back	<input type="checkbox"/> Leg
<input type="checkbox"/> Arm	<input type="checkbox"/> Foot
<input type="checkbox"/> Hand	<input type="checkbox"/> Toes
<input type="checkbox"/> Left	<input type="checkbox"/> Upper
<input type="checkbox"/> Right	<input type="checkbox"/> Middle
<input type="checkbox"/> Multiple	<input type="checkbox"/> Lower

Type of Injury:

<input type="checkbox"/> Abrasion	<input type="checkbox"/> Fracture
<input type="checkbox"/> Allergic	<input type="checkbox"/> Inhalation
<input type="checkbox"/> Amputation	<input type="checkbox"/> Ingestion
<input type="checkbox"/> Avulsion	<input type="checkbox"/> Injection
<input type="checkbox"/> Bite - Animal	<input type="checkbox"/> Laceration
<input type="checkbox"/> Bite - Insect	<input type="checkbox"/> Loss of Eye
<input type="checkbox"/> Bruising	<input type="checkbox"/> Medical
<input type="checkbox"/> Burn	<input type="checkbox"/> Pain
<input type="checkbox"/> Contusion	<input type="checkbox"/> Poisoning
<input type="checkbox"/> Crushing	<input type="checkbox"/> Puncture
<input type="checkbox"/> Dislocation	<input type="checkbox"/> Sprain
<input type="checkbox"/> Foreign Body	<input type="checkbox"/> Strain

Type of Incident:

<input type="checkbox"/> Over-exertion	<input type="checkbox"/> Medical
<input type="checkbox"/> Caught in/between	<input type="checkbox"/> Respiratory
<input type="checkbox"/> Chemical	<input type="checkbox"/> Slip, Trip or Fall
<input type="checkbox"/> Bites	<input type="checkbox"/> Strain
<input type="checkbox"/> Electrocution	<input type="checkbox"/> Struck by
<input type="checkbox"/> Fatality	<input type="checkbox"/> Vehicle Crash/Incident

Did this incident result in a fatality, any amputation, loss of an eye?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Was more than one employee injured as a result of this incident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was this incident a result of a near miss (with no employee injuries)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Was proper PPE being used when the incident occurred?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has this employee incurred a similar injury or incident prior to the present incident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Was this injury a result of a PTC vehicle accident?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did employee refuse medical treatment or Transport?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Was a PTC vehicle accident report form submitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Immediate Medical Attention Needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Has the appropriate Workers Compensation forms been submitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Was employee transported to a medical facility?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If so how?	
Was the employee admitted to a medical facility for treatment of their injuries/illness?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Did employee seek medical attention at a later time?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:	
		Time:	
		Location:	

Continue to page 2



Safety Investigation Report

Witnesses:



Name:		Work Location:		Statement Submitted:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:		Work Location:		Statement Submitted:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name:		Work Location:		Statement Submitted:	<input type="checkbox"/> Yes <input type="checkbox"/> No



Date of Incident:		Employee Name:	
Describe the incident (who, what, where, when and how) and indicate the root cause of the incident:			
Were there any unsafe acts or conditions that may have contributed to the incident?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please describe in detail.			
Were photos taken of the incident?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of photos:	

Additional pages may be used if needed to complete the investigation


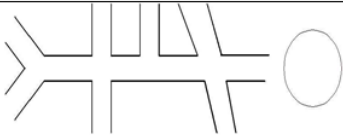
Submit this form to Safety Investigation Form Mailbox at sinvesti@paturnpike.com within 72 hours or next business day after the incident.

Supervisor's Signature		Date:	
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Safety unit use only

Safety advisor assigned:		Report Submitted:		Report Closed:	
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Accident Report Form

PTC 502 00 9003 11/03				PTC Event Number					
VEHICLE AND EQUIPMENT ACCIDENT, THEFT OR VANDALISM REPORT				Claim WBS Element Number		DC- -01			
A		CHECK APPROPRIATE BOX							
		<input type="checkbox"/>	ACCIDENT	<input type="checkbox"/>	DAMAGE	<input type="checkbox"/>	THEFT	<input type="checkbox"/>	VANDALISM
B	TIME & PLACE OF INCIDENT	Date:		Time:		a.m.	<input type="checkbox"/>	Location:	
		City:		County:		p.m.	<input type="checkbox"/>	MP :	
								Direction:	
C	P.T.C VEHICLE #1	Make & Type:			Yr.				
		Reg. #:			Rented:	<input type="checkbox"/>		Equipment#	
		Driver:			Drivers Lic:			Assigned Loc:	
		For what purpose was vehicle being used?							
		Describe Damage:							
		Est. Cost of Repairs \$:			Where may vehicle be seen:				
D	OTHER	Make and Type:			Yr.				
		Reg #:			Equipment #:				
	VEHICLE #2	Driver:			Oper. #:			Owner:	
		Address:			Address:				
		City:		State:		Zip:		City:	
		Telephone: Home:			Telephone: Home:			State	
		Work:			Extension:			Work:	
		Insurance Carrier:			Policy #:			Extension:	
		Describe Damage:							
		Est. Cost of Repairs \$:							
E	YOUR PASSENGERS	Name:					Telephone #:		
		Address:					Injuries:	Yes	<input type="checkbox"/>
F	WITNESSES	Name:					Telephone #:	No	<input type="checkbox"/>
		Address:							
G	ACCIDENT FACTS	Direction of your vehicle:			On:			Street or Highway:	
		Rate of Speed:			MPH				
		Direction of vehicle #2:			On:			Street or Highway:	
		Weather:			Nature and condition of pavement:				
		Was there a Police Investigation?			If yes, give Police Report No. :				
		Name of Investigating Officer:			Police Agency:				
H	STATEMENT OF DRIVER:								
I	INDICATE POSITION AND DIRECTION OF VEHICLES AND/ OR PEDESTRIANS							INDICATE NORTH BY ARROW	

Signature of Vehicle Operator

Date

Signature of Supervisor

Date

Addendum No. 1

RFP # 18-10350-8333

Safety Management System

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

REVISION

1. Replace the Calendar of Events on page 1 of 26 of the RFP (3 of 140 in original RFP PDF file) in its entirety with the following:

Activity	Date	Time
Request for Proposals Issued	November 15, 2018	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturnpike.com	December 12, 2018	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O (<i>Estimate Only</i>)	December 19, 2018	N/A
Due Date for Proposals	January 23, 2019	2:00 PM
Oral Clarifications/Presentations	February 2019	TBD
Anticipated Notice to Proceed (<i>Estimate Only</i>)	May 31, 2019	N/A

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of December 3, 2018. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			RFP#18-10350-8333		
#	Page	Section	Section Description	Proposer Question	Commission Response
1.				Whether companies from Outside USA can apply for this? (like, from India or Canada)	The RFP does not prohibit non-US firms from submitting proposals.
2.				Whether we need to come over there for meetings?	We reserve the right to request in-person demonstrations during the proposal process. Other proposal related work may be performed offsite. A successful proposer will be expected to meet and perform work on-site during implementation as requested by the PTC and defined in the RFP.
3.				Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	See response to question 1.
4.				Can we submit the proposals via email?	No, refer to the RFP Part I-13 – Response.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			RFP#18-10350-8333		
#	Page	Section	Section Description	Proposer Question	Commission Response
5.				We received this proposal today (December 3, 2018) and noticed questions about the RFP are due in 2 days on December 5th, 2018. Can we extend this time to have more time to go over the proposal in its entirety? It is fairly lengthy, and we want to make sure we haven't missed anything.	See Revision #1 above.

All other terms, conditions and requirements of the original RFP dated November 15, 2018 remain unchanged unless modified by this Addendum.

Addendum No. 2

RFP # 18-10350-8333

Safety Management System

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 December 12, 2018. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			RFP#18-10350-8333		
#	Page	Section	Section Description	Proposer Question	Commission Response
1.	16	IV-1 General	Objectives	For data entry/collection, and for process execution and tracking IPC is considering both 3 rd party and a custom solution. Does the PTC have a preference?	A pro and cons proposal for both options is invited.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
			RFP#18-10350-8333		
#	Page	Section	Section Description	Proposer Question	Commission Response
2.	20	IV-4 Task 1	Project Plan Documentation	What project management platform/software is currently used?	MS Project
3.				What is the volume and breakdown of expected user types (e.g., 100 users vs 500 read only)?	<p>Refer to Appendix I: Requirements S17 and S20</p> <p>Expectations at go-live:</p> <ul style="list-style-type: none"> • 10-15 power users* • 200 users* with input/reporting access • 2,000 users* with limited entry needs to report hazardous or unsafe conditions (with a low likelihood of concurrence) <p>*Estimates only</p>

All other terms, conditions and requirements of the original RFP dated November 15, 2018 and Addendum 1 remain unchanged unless modified by this Addendum.