

REQUEST FOR PROPOSALS FOR

Marketing/Public Relations Services for Cashless Tolling Communications

ISSUING OFFICE

Pennsylvania Turnpike Commission

Contracts Administration Department

On behalf of the

Engineering and Communications and Public Relations Departments

RFP NUMBER

19-10420-8397

DATE OF ISSUANCE

March 8, 2019

REQUEST FOR PROPOSALS FOR
Marketing/Public Relations Services for Cashless Tolling Communications

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CALENDAR OF EVENTS

RFP# 19-10420-8397

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	March 8, 2019	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturndike.com	March 20, 2019	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturndike.com/Procurement/Bidlist.aspx?RTYPE=O (<i>Estimate Only</i>)	March 28, 2019	N/A
Due Date for Proposals	April 10, 2019	2:00 PM
Oral Clarifications/Presentations (<i>If necessary</i>)	TBD	TBD
Anticipated Notice to Proceed (<i>Estimate Only</i>)	September 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 communications, marketing and outreach services.

I-2. Issuing Office. This RFP is issued for the Commission by the Contracts Administration Department on behalf of the Departments of Engineering and Communications and Public Relations.

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 Pennsylvania Turnpike Commission will retain a firm to assist the Commission with communications, marketing and outreach services supporting the launch and execution of cashless tolling on the mainline Turnpike.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be on an open-end contract basis with a not-to-exceed total contract cost of \$10,000,000.00. The work shall be performed in accordance with negotiated work orders. The Commission will pay for actual services performed on a time and materials basis. Costs will be negotiated through the Work Order process with the awarded proposer.

The Commission intends to award one contract as a result of this RFP; however, please note that a contract award as a result of this RFP does not guarantee or provide assurances that an awarded proposer will be assigned any specific, minimum number or specific monetary amount of communication, marketing and outreach service work orders. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the work. A sample standard 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.paturnpike.com (Doing Business, General Information, Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest Act, 71 P.S. § 776.3, for a State Advisor or State Consultant by the prime or any subconsultant. If there is no adverse interest, you shall include the following statement: "I have reviewed the State Adverse Interest Act and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page or executive summary.

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

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

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 19-10420-8397** 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 five (5) hard copies of the Technical Submittal, five (5) hard copies of the Diverse Business (DB) participation submittal, and five (5) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two **complete and exact copies** of the Technical, Cost and DB submittals, along with all requested documents on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible (including PDF) format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its Proposal must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix C** to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120 calendar days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

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

known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

I-15. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. The technical submittal is limited to 35 pages in length with page limitations further specified in Part II.

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. Proposers shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this RFP without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

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

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

I-24. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end after a period of five (5) years with two (2) one (1) year options to renew. 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 Gramm 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, Sections 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: Marketing/Public Relations Services for Cashless Tolling Communications, RFP 19-10420-8397. Appendix C must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. In addition, it is required that all information requested in Appendix C be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

B. Table of Contents

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

C. Executive Summary (Limited to two pages, single sided)

Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. Include in this section or in a transmittal letter/cover page a statement regarding full disclosure

of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute as instructed in Proposal Section 1.6 Contractor Integrity Provisions.

D. Firm Overview (Limited to two pages, single sided)

Provide a brief history and description of your firm's business organization and its Marketing/Public Relations 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, consultants or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

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

E. Personnel (Limited to two pages, single sided)

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the Marketing/Public Relations services as described in Part IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations. Resumes and an organization chart may be provided as an Appendix and will be exempt from the page limitations detailed above.

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

Provide a narrative statement regarding your Marketing/Public Relations services expertise and experience as it relates to Part IV of this RFP. Additionally, include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide Marketing/Public Relations services in accordance with the same.

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

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Include a statement regarding any other specialized Marketing/Public Relations services your firm may offer.

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

Provide a description of the approach/methodology that you will follow in order to fulfill the example scenario outlined in Section IV-5. This description should include but not be limited

to; a project plan, realistic timeline that identifies the phases and tasks required to complete the services, reports and project controls that will be deployed.

Additionally, address your ability and approach to managing tasks for concurrent projects assigned by the Commission for this contract.

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 a 10% minimum participation level (MPL) for DBs established for this contract. 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. (Appendix G)

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 Flash drive, separate from the technical submittal.**

Proposers should direct in writing to the Issuing Office pursuant to Part I-11 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.

Please note, media purchasing placing for the public relations and marketing plan costs (advertising time/space), will be handled by a separate contract and should not be a part of this proposal.

The cost submittal in response to this RFP shall include **Appendix G - Billable Hourly Rates** and the cost breakdown for the sample scenario as required in Part IV-5 of this RFP. Work orders will be negotiated, and payment will be made on a time and materials basis for actual services performed based on the billable hourly rates provided in **Appendix G**. All proposers must fill in **Appendix G** with rate information for all positions you plan to devote to the PTC account; these rates will be final and unchanged during the duration of the 5-year contract. The first line of **Appendix G** should reflect rate information for the position that will serve as the PTC's day to day account lead. Please fill in the following columns on **Appendix G** with the title and rate information for all positions you anticipate devoting to the PTC account. Additional types of costs that the Commission will reimburse are categorized below.

a. Travel and Subsistence. Travel and subsistence costs will be negotiated with each work order. These costs will be negotiated based on then current CONUS rates and IRS approved mileage rates.

b. Subcontract Costs. Provide Billable Hourly Rates on **Appendix G** for any anticipated sub-contractor you may use during the term of this contract. If there are no subcontract costs in your proposal, so state.

c. Cost of Supplies and Materials. Costs for supplies that are not part of the billable hourly rates will be included in negotiated work orders.

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

2. Proposer and Personnel Qualifications and Experience
 - a. 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.
 - b. Proposer's relevant experience and expertise in conducting Marketing/Public Relations services as it relates to the requirements discussed in Part IV of this RFP.
 - c. Response of references if the Commission elects to solicit them.
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 and approach to meeting or exceeding the 10% MPL for utilizing DB firms as described in Part II-2.

PART IV

WORK STATEMENT

IV-1. Objectives. Assist the Commission with communications, marketing and outreach services supporting the launch and execution of cashless tolling for the next stages of the project to full implementation on the mainline Turnpike.

The Pennsylvania Turnpike Commission (Commission) will convert to cashless tolling on the Amos K. Hutchinson Bypass, which adjoins the Turnpike's Mainline near the New Stanton Interchange in Westmoreland County, and Gateway Toll Plaza in Lawrence County in fall 2019. This means motorists in that area will pay tolls electronically via E-ZPass or by receiving a Toll by Plate invoice in the mail. Additionally, by 2022 the entire PA Turnpike system is slated to be a cashless system – meaning that only E-ZPass or Toll by Plate will be accepted. (The Commission has already developed a brand for Cashless Tolling which is currently in use: <https://www.nocashzone.com/>.)

Our primary objective with this RFP is to effectively partner with a proposer to develop and implement an integrated strategic marketing and outreach plan. Services would include professional advertising, marketing, public relations, media tactics and overall communications strategy for the next cashless tolling conversions as well as the full implementation of cashless tolling across the PA Turnpike system.

IV-2. Nature and Scope of the Project.

The selected proposer will design, develop and implement strategic advertising, public relations, outreach and internal campaigns that, in collaboration with the Commission, will reduce confusion and promote and provide optimal awareness of the workings of cashless tolling to customers, constituents and employees.

The scope of work will include strategic research and plan development, innovative communications methods to reach our diverse audiences as well as a mechanism (or mechanisms) for evaluating the success of communication activities. Lessons learned will then be incorporated into the next stages of the roll out.

The proposer must be responsive to developing strategic plans, executing integrated marketing/PR campaigns and measuring campaign(s) effectiveness, and thereafter, tracking those studies and modifying recommended tactics accordingly as the roll out continues.

An underlying communication goal is to maximize and build equity for the Commission's key communication pillars:

innovation, safety and customer value

IV-3. Requirements. Submission of a concise, written proposal that demonstrates the proposer's knowledge, capability and staff experience, expertise in the areas of communications, marketing and outreach for the transportation industry. Ability to develop strategies based on specific research and prioritize tactics based on the needs of the Commission.

IV-4. Tasks. Assist the Commission with integrated communications, marketing and outreach efforts as they pertain to the cashless tolling projects/initiative. The proposer will be expected to design and implement project-specific strategies that meet industry and Commission standards of awareness and outreach. The proposer will also be expected to monitor these efforts and report on the progress.

The process should include but is not limited to the elements which follow below.

1. Strategy, design and content for ~

- a) Marketing communications
- b) Creative for potential media placements. Designing materials for targeted media placements – for example, could be TV / Radio spots, online, print or transit ads, Facebook ads, etc. (N.B. All media placements are currently coordinated via a separate contract.)
- c) News releases, both statewide and regionally
- d) Video interviews with the Commission CEO and Special Projects Engineer.
- e) E-blast messages to stakeholders (E-ZPass users and truckers.)
- f) Prep of PTC leadership/spokespersons
- g) Social media
- h) Updates to dedicated website (NoCashZone)
- i) Employee communications
- j) Customer inquiries
- k) Professional and industry associations
- l) Transportation and tolling agencies

2. Creation of

- a) Animations of route, clearly illustrating the new tolling equipment, specific area(s) and stressing the agreed upon messaging.
- b) B-roll video and photos of each of the conversion sites.
- c) Maintenance of all stakeholder databases (this would include media, legislative and targeted communities). All Turnpike customers are to be made aware of the conversions, however there are smaller subsets in the regions of the conversion(s) who would need to understand how converting to cashless tolling will impact them. These too would be part of the databases.

3. Other

- a) Partner with other modes of travel (trains, planes, rental vehicles), community organizations and/or associations and businesses that may help to champion the benefits of cashless tolling.
- b) Coordinate training opportunities with community partners
- c) Create innovative and relevant collateral, training materials for partners
- d) Implement grassroots marketing tactics
- e) “Transcreate” collateral and creative materials for Spanish-speaking audiences.

4. Research and Measurement

- a) Have the ability to conduct awareness and messaging research as well as to understand market penetration and impressions.

IV-5. Sample Scenario for Response. Proposers are required to include a response to the scenario below as a part of your proposal. Include as much detail as needed to adequately convey your approach but within the prescribed page limitations.

While the majority of Turnpike customers do pay their tolls and/or violations in the event of mistakes, serial toll evasion costs the Commission millions in lost revenues. This puts an additional fiscal burden on the Commission and may continue to do so in the future.

Additionally, it is a matter of fairness and highly inequitable to those who are paying their fair share.

The Commission uses multiple approaches to address and arrest the problem. This includes suspensions for motor vehicles that build up six violations and/or \$500 in tolls and fines, as well as the filing of private criminal complaints against scofflaws, and working with county district attorney offices to pursue theft of services charges.

There is a need to fully and regularly communicate about these efforts to mitigate the problem, change behaviors and demonstrate the Commission's fiscal responsibility.

By targeting our marketing and PR efforts in the urban areas of Pennsylvania, we have the potential to reach a large percentage of those Turnpike travelers in concentrated areas who may not be paying their tolls.

The task is to:

Articulate the goals, key messages and strategy for an integrated marketing and public relations campaign that will address the problem. Identify the tactics to reach the noted audiences, as well as the tool(s) that will measure the campaign's effectiveness.

Provide a description of the approach/methodology that you will follow in order to fulfill the example scenario. This description should include but not be limited to; a project plan, realistic timeline that identifies the phases and tasks required to complete the services, reports and project controls that will be deployed.

Campaign planning should include identifying:

- Critical touchpoints (*when and where we may have the greatest impact on current toll scofflaws and potential cheats*);
- Any barriers to payments and understanding of severity of not paying or making good;
- Tactics that reflect two different markets for our outreach efforts -- one for general market and one for minority markets.

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2019, 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 **(insert Commission approved Compensation)**.

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 [and Renewal]

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.

The term may be extended for **[number]** additional years by a writing signed by both parties.

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

Termination

The **COMMISSION** may terminate this Agreement at any time upon thirty- (30) calendar days written notice. If this notice is given, the **CONTRACTOR** shall be paid only for the services already rendered upon the date of the notice and for the services rendered to the date of termination, subject to all provisions of this Agreement. The notice will be effective on the date of receipt. The right to cancel may be exercised as to the entire project, or as to any particular phase or phases, part or parts, and upon one or upon several occasions, but any termination may not be revoked except upon written consent of the parties through a supplemental Agreement to this Agreement.

Insurance

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

Diverse Business (DB) Requirements

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

Assignment and Delegation

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

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

The **CONTRACTOR** shall neither assign this contract, in part or in whole, nor the right to any monies due it under this Agreement. Any part of the work to be done or material furnished under the contract shall not be sublet except to those firms indicated as part of the team in the initial Proposal, without the **COMMISSION's** prior consent in the form of a letter signed by the *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 Gramm Leach Bliley Act, **CONTRACTOR** shall provide the **COMMISSION** with copies of any template notification letters and draft regulatory correspondence for **COMMISSION**'s prior approval. **CONTRACTOR** shall provide any notifications required under the applicable data privacy laws on behalf of the **COMMISSION** at the request of **COMMISSION**. The **COMMISSION** reserves the right to handle any notifications required and shall notify **CONTRACTOR** if the **COMMISSION** will be handling the required notifications. Upon request, **CONTRACTOR** shall provide the **COMMISSION** with its cyber-security policies and procedures. **CONTRACTOR** agrees to reimburse the **COMMISSION** for any and all reasonable costs associated with the **COMMISSION**'s response to **CONTRACTOR**'s Breach, including any fees associated with the **COMMISSION**'s investigation of **CONTRACTOR**'s Breach, notification costs, and any reasonable offer of credit or identity monitoring product.

Security Requirements

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

Contractor Integrity Provisions

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

Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to

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

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

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

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

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

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

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

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

7. **CONTRACTOR** agrees to immediately notify the **COMMISSION** of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information.

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

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

Execution in Counterparts

This Agreement may be executed in counterparts, including counterparts transmitted electronically or by facsimile, each of which shall constitute an original of this Agreement.

Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

Modification

This Agreement may be modified only by a writing signed by both parties.

[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]

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

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

_____	_____	_____	_____
Ann Louise Edmunds	Date	Leslie S. Richards	Date
Assistant Secretary-Treasurer		Chair	

APPROVED AS TO FORM AND LEGALITY:

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

ATTEST: **(Contractor Name)**

Signature_____	_____	Signature_____	_____
	Date		Date

Name_____	Name_____
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Title_____	Title_____
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Federal Tax ID No. _____

CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
Proposer Name:					
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					
5.					
6.					
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APPENDIX C – PROPOSAL COVER SHEET
Pennsylvania Turnpike Commission
Marketing/Public Relations Services for Cashless Tolling Communications
RFP# 19-10420-8397

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

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

Submittals Enclosed and Separately Sealed:

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

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

The Pennsylvania Turnpike Commission

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

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

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

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

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

The Pennsylvania Turnpike Commission

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

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

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

- 1. **Workers' Compensation and Employer's Liability:**
Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
 - c) Includes sole proprietorships and officers of corporation who will be performing the work.

The Pennsylvania Turnpike Commission

2. **Commercial General Liability:**

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

- a) Occurrence Form with the following minimum limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000

3. **Automobile Liability:**

a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If Proposer does not have any Owned Vehicles, Proposer is still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

- b) Minimum Per Accident Combined Single Limit \$1,000,000

4. **Commercial Umbrella Liability:**

a) Policy(ies) to apply on a Following Form Basis of the following:

- (1) Commercial General Liability,
- (2) Automobile Liability, and
- (3) Employers Liability Coverage.

- b) Minimum Limits of Liability
 - Occurrence Limit: \$4,000,000
 - Aggregate Limit (where applicable): \$4,000,000

5. **Professional Liability Insurance:**

- a) Minimum Limits of Liability
 - Per Claim Limit: \$2,000,000
 - Aggregate Limit: \$2,000,000

b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

c) If Professional Liability coverage is written 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 cancellation or non-renewal, the Proposer must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years after the completion of their work/final payment.

APPENDIX E – RFP 19-10420-8397
Pennsylvania Turnpike Commission
DIVERSE BUSINESS (DB) REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Submission Requirements – Consultant Responsiveness.

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

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

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

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

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

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

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

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

(d) Consultant Requirements During Performance of Services.

1. Replacement of a DB Subconsultant. Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in

writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

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

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

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

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

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

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

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

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

4. Subconsultant Contracts

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

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

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

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

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



APPENDIX F – RFP 19-10420-8397
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 F – RFP 19-10420-8397
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.
Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements: <ul style="list-style-type: none">- 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 F – RFP 19-10420-8397
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.

**Pennsylvania Turnpike Commission
Marketing/Public Relations Services for Cashless Tolling
RFP#19-10420-8397**

Position/Title	Billable Rate
(Day to Day Account Lead)	

Addendum No. 1

RFP # 19-10420-8397

Marketing/Public Relations Services for Cashless Tolling Communications

Prospective Respondents: You are hereby notified of the following information regarding the referenced RFP:

REVISIONS

1. Replace Appendix F – Security Requirements in its entirety with revised Appendix D – Security Specification- Addendum #1 03-29-2019 provided as attached to this addendum.
2. Replace Appendix D – Insurance Specification in its entirety with revised Appendix E – Security Specification – Addendum #1 03-29-2019 provided as attached to this addendum.
3. Replace Appendix E – Diverse Business Requirements in its entirety with revised Appendix F – Diverse Business Requirements – Addendum #1 03-29-2019 provided as attached to this addendum.
4. Replace Calendar of Events on page 1 of 18 of the RFP (page 3 of 46 in the original RFP PDF file) in its entirety with the following:

Activity	Date	Time
Request for Proposals Issued	March 8, 2019	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturnpike.com	March 20, 2019	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O (Estimate Only)	April 1, 2019	N/A
Due Date for Proposals	April 15, 2019	2:00 PM
Oral Clarifications/Presentations (If necessary)	TBD	TBD
Anticipated Notice to Proceed (Estimate Only)	September 2019	N/A

5. Replace Appendix G – Cost Submittal in its entirety with revised Appendix G – Cost Submittal – Addendum #1 03-29-2019 provided as attached to this addendum.

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of March 20, 2019. All the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
RFP#19-10420-8397					
#	Page	Section	Section Description	Proposer Question	Commission Response
1.	2	Part 1	General Information for Proposal	What are your current relationships/contracts with agency partners for marketing, communications, PR, media and what will their roles be, if any?	The PA Turnpike Commission (PTC) contracts with a creative firm for marketing campaigns now as well as a media buyer. The current creative firm will not have a role in Cashless Tolling communications. The media buyer will play a direct role.
2.	2	Part 1	General Information for Proposal	What are your internal capabilities and how should we work in collaboration with these teams in fulfilling the marketing challenge?	In addition to internal strategic planning and design capabilities, the PTC has marketing, media and PR professionals who will be working in concert with selected vendor.
3.	2	Part 1	General Information for Proposal	How are you currently measuring the success of your marketing efforts?	Metric tools would vary per project. For Cashless Tolling, we have used surveys, microsite visits, and post-conversion accidents stats.
4.	18	Part IV	Work Statement/Sample Scenario	Can you please share any research done on the ridership of the Turnpike from a demographic standpoint?	We do not currently have demographic data on PTC ridership. We do though have limited geographic information available on E-ZPass customers.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
RFP#19-10420-8397					
#	Page	Section	Section Description	Proposer Question	Commission Response
5.	18	Part IV	Work Statement/Sample Scenario	What are the high-traffic/concentrated areas for the Turnpike?	The highest traffic volume areas are between Morgantown and Street Road Interchanges on the mainline and between Mid-County and Lehigh Valley Interchanges on the Northeastern Extension
6.	18	Part IV	Work Statement/Sample Scenario	Can you provide any more insight into the more common demographics or geographies of toll evaders?	The last publicly available information was posted here: https://www.paturnpike.com/pdfs/tolls/Toll_Violations_Info_Map.pdf
7.	18	Part IV	Work Statement/Sample Scenario	Can you provide any research into the reasons people avoid paying tolls?	We have no data-driven research available.
8.	18	Part IV	Work Statement/Sample Scenario	Can you identify which interchanges on the Turnpike result in the greatest number of toll evasions?	As of January 2019, the top five interchanges for violations are Mid County, Neshaminy Falls, Valley Forge, Bensalem and Willow Grove.
9.	18	Part IV	Work Statement/Sample Scenario	How compliant are riders once they are sent an invoice for a missed toll? Can you give us a sense for the mix of repeat offenders versus those who are more compliant?	Violators are sometimes confused by the system or do not have their accounts up to date. However, there are a number who do knowingly enter system intending not to pay. Typically, the Commission resolves 70 percent of all notices that are issued before being sent through our collections process.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
RFP#19-10420-8397					
#	Page	Section	Section Description	Proposer Question	Commission Response
10.	18	Part IV	Work Statement/Sample Scenario	What top barriers do you anticipate for adoption of moving to Cashless Tolling	The Commission is moving forward to adopt and implement Cashless Tolling by the end of 2022. Barriers could include ensuring that all the civil contractors are finished in enough time to give the tolling equipment vendor time to install, test and certify their equipment. Public and political support has been strong for Cashless Tolling implementation.
11.	18	Part IV	Work Statement/Sample Scenario	What were the biggest lessons learned when you implemented Cashless Tolling in the four current locations on the Turnpike?	The biggest lessons learned to this point include the alterations we have made to the back-office functions to ensure we are collecting as many tolls as possible. We have improved accuracy of the tolling apparatus and fine-tuned our communications approach during the pilots.
12.	17	Part IV	Work Statement/Sample Scenario	Knowing the movement to Cashless Tolling will eliminate more than 600 toll collections by 2022, would this RFP include crisis communication support?	While the number of positions cited is not accurate (it will be fewer) and employees have been transitioning for the last several years, the RFP does contemplate the potential need for some crisis communications.
13.	18	Part IV	Work Statement/Sample Scenario	Is there a certain time of year that toll evading happens more frequently?	The Commission issues more violation notices during the summer travel season (our busiest) which is from June through August.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
RFP#19-10420-8397					
#	Page	Section	Section Description	Proposer Question	Commission Response
14.	18	Part IV	Work Statement/Sample Scenario	What happens after a vehicle is suspended after six violations?	Effective August 4, 2017, Act 165 of 2016 allows the Commission to request the Pennsylvania Department of Transportation (PennDOT) to suspend the registration of any Pennsylvania motorist with 6 or more unpaid PA Turnpike toll violations or toll invoices totaling \$500 or more. Once a registration is suspended, the owner is responsible for payment of all outstanding tolls and fees to the PTC and is required to pay a restoration fee to PennDOT.
15.	16	Part IV	Work Statement	Will the Toll by Plate payment still be at a higher premium to the consumer than an E-ZPass?	Customers who receive a TOLL BY PLATE invoice are charged the "cash" toll rate which is higher than that of E-ZPass. However, at the time of payment, they have the option to open an E-ZPass account to receive the discounted rate.
16.	16	Part IV	Work Statement	Is it preferable for consumers to use the E-ZPass versus the Toll By Plate payment method at the Cashless Tolling points in terms of profitability of the Turnpike?	The Commission wants customers to have options that suit them best. The E-ZPass and Toll by Plate programs are administered by the same vendor, but it is preferable in terms of profitability (and revenue assurance) for customers to choose and use E-ZPass.
17.	16.	Part IV	Work Statement	What type of business data do you have that you would be willing to share with your agency partner regarding ridership, volume, frequency, geographies? Will that be available for this RFP?	The PTC collects a significant amount of data, and much of it can be shared with our partners. Personal data on E-ZPass customers however is off limits due to privacy concerns. Some specific trip data, travel patterns and other anonymous information can be provided.

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18.	17	Part IV	Work Statement	Are there plans to expand the range of options that people can purchase an E-ZPass? Are there plans to expand the volume of retailers that sell them?	No, not currently. We would be open to discussions though.
19.	17	Part IV	Work Statement	For the Toll By Plate payment option, are there any ways to pay cash (beyond paying at the customer service center in Harrisburg)?	While tolls can conveniently be paid online, by phone and through the mail, no cash is taken at the Cashless Tolling points.
20.	17	Part IV	Work Statement	Has there been previous outreach to underserved communities about E-ZPass? If yes, what was the response?	We have not done this type of outreach to any significant degree. We have, however, included these communities when communicating about the conversions to Cashless Tolling at certain tolling points.
21.	16	Part IV	Work Statement	What marketing efforts do you already have planned to educate on Cashless Tolling? Is it the same as what you currently employ to communicate with Turnpike riders?	To this point, Cashless Tolling has not been included in overall marketing strategies. We have used marketing and PR tactics in the areas where the most recent cashless conversions have occurred.
22.	17	Part IV	Work Statement	Where do you already do large-scale E-ZPass promotion?	We do it seasonally, as well as in conjunction with Cashless Tolling locations. Some of the tactics used include radio, service plazas and billboards. We have also focused specifically on the markets where Cashless conversions have occurred, leading up to conversion.

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23.	17	Part IV	Work Statement	Are there any examples of other transit systems who have switched to a cashless system that you think did particularly well or poorly?	Only turnpike systems (not transit) have converted, and they have tended to be smaller systems, extensions or toll bridges compared to our 552-mile system. A few other tolling agencies have reached out to us to learn from our PR and marketing experience in this setting, and we allowed an agency in NY to use some of our messaging.
24.	17	Part IV	Work Statement	What channels are already available for education? Can items be inserted into the Tool By Plate invoice or e-blast?	We have used information at the Commission's service plazas, billboards and radio.
25.	N/A	N/A	N/A	Please describe how this new campaign will complement or differ from the 2016 and 2017 Cashless Tolling campaigns?	This RFP contemplates a full, integrated statewide marketing and PR strategy. Prior "campaigns" were localized to the region of the conversion.
26.	N/A	N/A	N/A	Does the Turnpike have current marketing communications partner firms? Who are the firms and which firms have been working on the Cashless Tolling assignment?	The Commission has several communication partner firms working on marketing and engineering projects. Red House (marketing), Bravo Group (construction and design) and Shelly Communications (general PR and media relations), are now on board. These contracts may expire though prior to 2022. AECOM is the current Cashless Tolling communications provider; their contract will be in effect through the end of the calendar year, possibly before that.

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27.	N/A	N/A	N/A	Does the Turnpike have relative or current Pennsylvania-based research on the topic of Cashless Tolling?	No
28.	17	IV-4	Tasks. (1. Strategy, design and content for ~)	Can you outline how updates to your current website are designed and implemented and what resources are needed outside of the Turnpike team for web-based initiatives?	The Commission has staff charged with the development and oversight of the Commission's website. Staff has a full-time web vendor. (The PTC will be issuing an RFP for a new web provider this calendar year as the current provider's contract expires in December.)
29.	5	I-15	Economy of Preparation	Do the Cover sheet and Table of Contents pages count towards the 35-page limit?	Yes
30.	18	IV-5.	Sample Scenario for Response.	Do you view the serial toll evader challenges as both a PA-resident issue as well as an out-of-state driver challenge? Please explain.	At the current time our authority to act against violators is based on Pennsylvania residency. We are exploring reciprocity agreements with neighboring states that would allow us to pursue non-PA evaders.
31.	18	IV-5.	Sample Scenario for Response.	Are you prosecuting out of state violators?	At the current time our authority to act is based on Pennsylvania residency. We can file civil suits in other states and pursue scofflaws through the PTC's contracted collections firm.
32.	18	IV-5.	Sample Scenario for Response.	What percent of current Turnpike drivers still opt to pay cash over using Easy Pass?	Overall, more than 80 percent of the Commission's toll transactions are electronic.

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33.	18	IV-5.	Sample Scenario for Response.	Do you envision the priority for this contract to be engaging toll violators or promoting awareness and usage of Cashless Tolling?	As a point of clarification, the sample scenario was created to gauge respondents' abilities to develop a targeted and integrated campaign. The awardee's scope of work will relate to our Cashless Tolling projects.
34.	4	I-14.	Proposals.	As written, you are requesting two exact copies on a flash drive; are you requesting two flash drives containing exact copies of the Technical, Cost and DB submittals?	Yes, flash drives should be placed in a separate sealed envelope within the sealed proposal.
35.	12	II-3.	Cost Submittal. (Appendix G)	Should the cost submittal be on a separate flash drive, or can it be included on the technical flash drive as long as they are separate files?	See Section II-3 – Cost Submittal
36.	2	1-1	Purpose	What is your definition of the three areas of focus (Communications, Marketing and Outreach Services) included in the contract and how are they different from each other? What do they share in common?	Marketing equates to paid avenues to create public awareness. Media relations and PR would equate to earned media to build awareness. Outreach would include direct connections to key influencers, targeted communities and customers. The common thread is the element of communications which would include message development.
37.	2	1-5	Type of Contract	The total budget for the 5-year contract is \$10,000,000. What is the estimated annual budget and will the spending be weighted more heavily in the first years/introduction of the Cashless Toll Program? If so, what is the weighting?	The initial contract year will likely be focused on research, planning and evaluation as well as tactical development. We envision the bulk of the heavy lifting will occur in the year before and year of implementation...2020 and 2021.
38.	2	1-5	Type of Contract	What is the potential annual agency fee?	Potentially \$2 million annually. Conversion year could be higher.

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39.	2	1-5	Type of Contract	Is the 5-year, \$10,000,000 contract “all in” (agency fee + production costs + media spend, etc.) or is this agency fee only? If it is “all in,” what is the portion covered by this RFP?	It would include out of pocket, like production costs. (The PTC has a full-service print vendor and an in-house print shop with limited capability, so we don’t foresee much cost there.) This contract does not include media buy, which is handled in a separate agreement.
40.	4	1-14	Proposals	“...two complete and exact copies of the Technical, Cost and DB Submittals...on...Flash Drive...Proposer should ensure that there is no costing information in the technical submittal.” Do you want separate flash drives for each of the submittals so that there is no cost information on the same Flash Drive, e.g., 1 Flash Drive includes two copies of the Technical Submittal, 1 Flash Drive includes 2 copies of the Cost Submittal and 1 Flash Drive includes 2 copies of the DB Submittal?	Yes
41.	11	11-1	Personnel	Is it acceptable to include detailed bios and work history for the people who will work on this contract instead of traditional resumes?	It is acceptable if included within allocated page limits.
42.	12	11-3	Cost Submittal	This section indicates: “Please note, media purchasing for the public relations and marketing plan costs (advertising time/space), will be handled by a separate contract and should not be a part of this proposal.” Please confirm that no paid media should be included in the Cost Submittal for the Sample Scenario. In addition, will there be a separate RFP issued for media? If so, what is the timing?	No media costs should be included in the cost submittal for the sample scenario. We expect to issue an RFP for media buying services in 2020.

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43.	12	11-3	Cost Submittal	Will this RFP need to include research, planning and competitive analysis services related to strategic planning for media channels and messages even though we will not include media planning and placement fees?	Yes, we will ask for input on these areas from the chosen contractor of this RFP.
44.	12	11-3	Cost Submittal	(Appendix G): Please confirm that the Cost Submittal is to include Billable Rates/Agency Fees only for the sample scenario in Part IV-5 and no out-of-pocket costs.	See Section II-3 – Cost Submittal and Revision No. 5 above.
45.	12	11-3	Cost Submittal	(Appendix G.): If the cost submittal is to include billable rates and agency fee totals only, is there another template to show a total project cost? Currently, Appendix G only has columns for positions and billable rates and no totals.	See Revision No. 5 above.
46.	12	11-2	Diverse Business (DB) Requirements	We assume the DB Requirements are in Appendix E, not Appendix F, which appears to be Commission Security Requirements. Please confirm.	See Revision No. 3 above.
47.	12	11-2	Diverse Business (DB) Requirements	Should we use the full \$10,000,000 contract budget as the basis for setting a dollar commitment for SDB partners?	Yes, the Minimum Participation level (MPL) is 10%. The MPL will be applied to the combined amount of Work Orders that are issued. Work Orders may be issued up to a combined amount of \$10,000,000.
48.	14	111-3	Proposal Evaluation	Is there an incumbent Agency for the Turnpike Commission doing the work today? If so, should we take into consideration any transition workflow or needs that the Turnpike Commission may have as relevant circumstances to ensure continuity in any existing programs deemed successful today?	Yes, AECOM has been engaged for communications on the most recent Cashless Tolling conversions. Agency planning should include transitioning of work.

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49.	14	111-4	Evaluation Criteria	Submissions will be evaluated on B. Soundness of proposed approach, methodology, and deliverables for conducting communications, marketing and outreach services as it relates to the requirements discussed in Part IV of this RFP. And the requirements (Page 16) state that you will be looking to evaluate the campaign’s effectiveness. Are there metrics related to the work that you know are the most important measures of success? Or, are you looking for the Agency to define those over time as the campaigns are designed, deployed, tracked and analyzed?	By virtue of this RFP, the Commission seeks an agency to develop the appropriate ongoing metrics to measure and evaluate all tactics and make campaign modifications based on the strategic analysis.
50.	16	IV-1	Work Statement Objectives	The work statement objectives mention “The Pennsylvania Turnpike Commission (Commission) will convert to Cashless Tolling on the Amos K. Hutchinson Bypass, which adjoins the Turnpike’s Mainline near the New Stanton Interchange in Westmoreland County, and Gateway Toll Plaza in Lawrence County in fall 2019.” The Calendar of Events schedule (page 1 of 18) notes that the Anticipated Notice to Proceed is slated to be awarded in September 2019. Given that our recommendation will begin with executing primary research as a first step to identify the most engaging communications, marketing and outreach services needed to support the launch of Cashless Tolling, can the calendar be modified so there is sufficient time pre-launch to implement any relevant research findings?	The Commission does not currently contemplate modifying the calendar. The next Cashless Tolling conversions at the Amos K. Hutchinson Bypass and the Gateway Toll Plaza will proceed with the communications assistance of the incumbent agency.

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51.	16	IV-1	Work Statement Objectives	The work statement objectives mention “This means motorists in that area will pay tolls electronically via E-ZPass or by receiving a Toll by Plate invoice in the mail.” Will the Toll by Plate rates be equivalent to the current cash rates by vehicle classification, where E-ZPass users receive a discounted toll rate?	Customers who receive a TOLL BY PLATE invoice will be charged the “cash” toll rate. However, at the time of payment, they have the option to open an E-ZPass account to receive the discounted rate.
52.	16	IV-2	Nature and Scope of the Project	This RFP points to 3 specific audiences: customers, constituents, and employees. Please tell us how you define and differentiate them and what they share in common. Do you already have research about these audiences that the Agency will use to build a persona or will we need to help you define the most important information about each of the audiences to inform the communications plan? Is the customer experience goal defined for any of these audiences beyond the current description that notes a desire to reduce confusion and promote and provide optimal awareness of the workings of Cashless Tolling?	Communications with customers — those who travel the Turnpike system — are the priority. Most of the focus will be on this audience. Constituents include parties such as lawmakers and local elected officials as well as neighboring businesses and residents around our interchanges. Employees are specifically those in the Fare Collection and Fare Audit Departments who’ll be impacted by the conversion. We have research on all audiences but will be open to persona remodeling if the agency team recommends it.
53.	16	IV-2	Nature and Scope of the Project	How and Why did the commission decide that the communication goal is to maximize and build equity with a focus on innovation, safety and customer value? Is there consumer research you conducted that you can share with us that provides the voice of the customer and the experience drivers and barriers related to transportation services from the Commonwealth? Are these areas of focus highly valued attributes or components of the Brand connected to this experience?	Bravo Group conducted a messaging audit and identified safety, innovation and customer service as messaging pillars. These three are also values in the Turnpike’s strategic plan. We may share any research only with the successful contractor.

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54.	17	IV-4	Tasks	<p>“1. Strategy, Design and Content for” does not specify who at the Turnpike Commission is responsible for the overall marketing plan strategy vs. any content marketing strategy decisions for paid, owned and earned media. Is there someone who is the owner of this role or is that divided among several employees and experts across the Commission team whom the Agency would work with? How is editorial content managed - by a single PR expert, divided among several employees and experts across the Commission team, or by an editorial board? Where are current content assets designed, created, catalogued, stored and deployed by technology platforms?</p>	<p>The communications team is comprised of media, PR and marketing professionals (managers) who report to a director who reports directly to the CEO. Most initiatives are cross-functional, and each team member understands their role.</p>
55.	18	IV-5	Sample Scenario for Response	<p>Given that it is inadvisable to interview as well as highly improbable to find violators for the purpose of research, the more efficient way is to research audiences that mirror violators as far as lifestyles, behaviors and demographics. What are specific personas can you share about the 2 types of audiences in the plan, and what makes them distinct and different?</p>	<p>We do not have a profile of these types. We can provide zip code information on scofflaws to the successful responder.</p>
56.	18	IV-5	Sample Scenario for Response	<p>Since E-ZPass is connected to the collection of tolls, should promoting E-ZPass be a part of the scenario in which we deal with trying to get people to be more responsible for paying tolls?</p>	<p>The scenario was created for responders to strategically plan and develop tactics to reduce toll violations.</p>

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57.	18	IV-5	Sample Scenario for Response	It is stated to “articulate the goals, key messages and strategy for an integrated campaign.” It is also stated to “provide a description of the approach/methodology that you will follow...” For this Scenario, are you expecting actual messages and creative ideas for communicating with them, or is it acceptable to provide our approach for arriving at the most impactful messages and creative ideas?	We are looking for actual messages.
58.	2	Part I, I-5	Type of Contract	Is the budget of \$10 million (not-to-exceed) the budget for the 5-year contract period? Said another way, will the contract average \$2 million per year for the life of the contract? What about the budget for the two (2) one (1) year options to renew?	The budget is \$10 million. The initial planning process could help the selected vendor understand how that amount would be used over the course the 5-year period. The specific budget for the two-year options has not been determined at this time. If the Commission elects to utilize the options, it will be determined at that time.
59.	2	Part I, 1-5	Type of Contract	We are trying to anticipate the budget that will be needed for production. Can you tell us what you anticipate the allocation of budget will be between paid advertising, PR/grassroots, social media, website, stakeholder communications, etc. Is TV mandatory as part of the paid advertising plan?	The Commission seeks strategic and tactical recommendations as well as creative concept and design assistance in this RFP. This could include print, outdoor, radio, TV and digital. While this contract will cover production costs, we do not foresee much in terms of print materials.
60.	11	Part II, F	Relevant Experience	Can we include additional relevant experience and/or sample creative work in a separate Appendix since there is a 4-page limit to this section?	No. Just include relevant work with a similar scope in the same or relevant industry.

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61.	12	Part II, II-3	Cost Submittal (Appendix G)	We understand media planning and buying will be handled by a separate contract, however can you confirm what the paid media budget is for this effort? Knowing the paid media budget will help us estimate how much budget will be needed for production. As noted above, if TV is part of the paid media budget we will allocate more of the budget to production.	We do not know the paid media budget for this initiative. We would not eliminate TV at this time if it is a recommendation.
62.	12	Part II, II-3	Cost Submittal (Appendix G)	Would you like us to estimate the additional costs for the sample scenario, specifically Travel and Subsistence, Subcontract Costs and the Cost of Supplies and Materials? If so, should we include those costs along with our Billable Hourly Rates in the separately sealed Cost Submittal?	For the scenario cost response, the Commission is only looking for staff costs. See Revision No. 5 above.
63.	18	Part IV	Work Statement	Who created the website www.nocashzone.com and the “brand” for Cashless Tolling?	The branding was created by the Commission.
64.	18	Part IV	Work Statement	Who is the incumbent agency for Cashless Tolling?	AECOM
65.	18	Part IV	Nature and Scope of the Project	How do you currently evaluate the success of communications programs and marketing campaigns? What KPIs are most important to the Commission?	Evaluation tools vary from project to project. For the conversion of Cashless Tolling points, we have used visits to the microsite (which was part of the call to action) as well as accidents statistics post conversion.
66.	18	Part IV	Nature and Scope of the Project	How do you measure equity in the Commission’s key communications pillars of innovation, safety and customer value?	We do not measure it across all of our communication platforms.

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67.	18	Part IV	Nature and Scope of the Project	Is there any existing qualitative or quantitative research that can be shared on consumer awareness or attitudes toward Cashless Tolling?	We have done initial survey work, but it is not final at this point.
68.	21	Appendices	Appendices	Would you provide us with Word versions of Appendix A Standard Agreement and Appendix D Insurance so we may redline?	Appendix A – Standard Agreement and Appendix E – Insurance are attached to this Addendum.
69.	9	Part I	I-28, I-29, I-30	<p>Page 9 of the RFP references Security Requirements located in Appendix D, Insurance Requirements in Appendix E, and DB Requirements in Appendix F.</p> <p>In the Appendices of the RFP, Insurance Requirements are located in Appendix D, DB Requirements are in Appendix E, Security Requirements are Appendix F.</p> <p>Please clarify for reference in proposal responses.</p>	See Revision No.'s 1, 2, and 3 above.

All other terms, conditions and requirements of the original RFP dated March 8, 2019 remain unchanged unless modified by this Addendum.



APPENDIX D – RFP 19-10420-8397 - Addendum #1 03-29-2019
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 19-10420-8397 - Addendum #1 03-29-2019
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.
Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements: <ul style="list-style-type: none"> - 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 19-10420-8397 - Addendum #1 03-29-2019
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.

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

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

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

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

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

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

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

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

- 1. **Workers' Compensation and Employer's Liability:**
Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
 - c) Includes sole proprietorships and officers of corporation who will be performing the work.

The Pennsylvania Turnpike Commission

2. **Commercial General Liability:**

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

- a) Occurrence Form with the following minimum limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000

3. **Automobile Liability:**

a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If Proposer does not have any Owned Vehicles, Proposer is still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

- b) Minimum Per Accident Combined Single Limit \$1,000,000

4. **Commercial Umbrella Liability:**

a) Policy(ies) to apply on a Following Form Basis of the following:

- (1) Commercial General Liability,
- (2) Automobile Liability, and
- (3) Employers Liability Coverage.

- b) Minimum Limits of Liability
 - Occurrence Limit: \$4,000,000
 - Aggregate Limit (where applicable): \$4,000,000

5. **Professional Liability Insurance:**

- a) Minimum Limits of Liability
 - Per Claim Limit: \$2,000,000
 - Aggregate Limit: \$2,000,000

b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

c) If Professional Liability coverage is written 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 cancellation or non-renewal, the Proposer must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years after the completion of their work/final payment.

APPENDIX F – RFP 19-10420-8397
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.

Pennsylvania Turnpike Commission
Marketing/Public Relations Services for Cashless Tolling
RFP#19-10420-8397

Position/Title	Billable Rate
(Day to Day Account Lead)	

Pennsylvania Turnpike Commission
Marketing/Public Relations Services for Cashless Tolling
RFP#19-10420-8397
Scenario Cost Sheet

Brief Description of Work	Hours	Position/Title	Billable Rate