

REQUEST FOR PROPOSALS FOR

Application Development Work Order Services

ISSUING OFFICE

Pennsylvania Turnpike Commission

Contracts Administration Department

On behalf of the

Office of Executive Operations, Information Technology Department

RFP NUMBER 20-10350-8951

DATE OF ISSUANCE

May 11, 2020

REQUEST FOR PROPOSALS

FOR 20-10350-8951

Application Development Work Order Services

TABLE OF CONTENTS

	CALENDAR OF EVENTS	page 1
Part I	- GENERAL INFORMATION FOR PROPOSERS	page 2
Part II	- INFORMATION REQUIRED FROM PROPOSERS	page 10
Part III	- CRITERIA FOR SELECTION	page 15
Part IV	- WORK STATEMENT	page 17
	APPENDIX A – STANDARD AGREEMENT	
	APPENDIX B – PROPOSER QUESTIONS FORM	
	APPENDIX C – PROPOSAL COVER SHEET	
	APPENDIX D – SECURITY REQUIREMENTS	
	APPENDIX E – INSURANCE SPECIFICATION	
	APPENDIX F – DIVERSE BUSINESS (DB) REQUIREMENTS	
	APPENDIX G – WORK ORDER RESOURCE RATE RANGES	
	APPENDIX H – PROPOSER PROJECT EXPERIENCE	
	APPENDIX I – SAMPLE APPLICATION DEVELOPMENT AND SUPPORT WO CATEGORY DESCRIPTIONS	
	APPENDIX J – SAMPLE WORFP RESPONSE TEMPLATE	

CALENDAR OF EVENTS

RFP# 20-13050-8951

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

Activity	Date	Time
Request for Proposals Issued	May 11, 2020	N/A
Deadline for Proposers to Submit Questions via email to RFP-Q@paturnpike.com	May 26, 2020	2:00 PM
Answers to Proposers questions posted to the Commission website at https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O (<i>Estimate Only</i>)	May 29, 2020	N/A
Due Date for Proposals - Electronic copies of the proposal must be emailed to RFP20-10350-8951@patumpike.com before the due date and time shown here. This email address is secure and cannot be accessed by PA Turnpike Commission personnel until the proposal opening date and time.	June 16, 2020	2:00 PM
Oral Clarifications/Presentations (<i>If necessary</i>)	TBD	TBD
Anticipated Notice to Proceed (<i>Estimate Only</i>)	December, 2020	N/A

PART I

GENERAL INFORMATION FOR PROPOSERS

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

I-2. Issuing Office. This RFP is issued for the Commission by the Contracts Administration Department on behalf of the Information Technology Department.

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

The Commission reserves the right, on its own discretion, to procure information technology services outside of the contracts resulting from this procurement. In this case, the Commission will issue a separate and distinct solicitation. The eligibility for the proposers, under the master contracts resulting from this RFP, to compete for a specific Work Order Request for Proposals (WORFP) will be assessed on an individual basis and will be based upon the level of input the proposer may have had in defining the requirements for the work involved, and /or any opportunity the proposer has had which might provide a competitive advantage not available to other proposers.

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

I-5. Type of Contract. It is proposed that if contract(s) are entered into as a result of this RFP, it will be on an open-end contract basis containing the Standard Agreement, Contractor Integrity Provisions, Insurance Requirements, and Diverse Business Requirements (see **Appendices A, E, and F**) with work being subsequently assigned through a work order request for proposal process. The Commission may in its sole discretion undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project. The Commission intends to award up to five contracts as a result of this RFP; however, please note that a contract award as a result of this RFP does not guarantee and/or provide assurances that an awarded firm will be assigned any specific, minimum number and/or specific monetary amount of application development, support, and maintenance services work orders and/or time and materials engagements during the contract duration. A sample Contractual Agreement is provided in Appendix A.

I-6. Contractor Integrity Provisions. Contractor Integrity Provisions will apply to this contract upon award and the awarded vendor may be required to complete a Background Qualifications Questionnaire prior to entering into an Agreement with the Commission and attend annual ethics training

provided by the Commission. Proposers can find the Integrity Provisions and other related documents on the Commissions website at www.paturmpike.com (Doing Business, General Information, Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest Act, 71 P.S. § 776.3, for a State Advisor or State Consultant by the prime or any subconsultant. If there is no adverse interest, proposers 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.

I-8. Subcontracting. Proposers may choose to include subcontractors within their approach to the administration of the resulting master contracts. In either case, the following provisions apply:

- The Proposer will remain accountable for all aspects of the resulting contract.
- Any use of subcontractors by a Proposer must be identified in the proposal.

During the contract period use of any subcontractors by the selected Proposer(s) for the administration of the resulting master contracts, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

Inclusion of subcontractors for future work order requests must be identified in accordance with requirements defined in Part IV-3 of this RFP.

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

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

I-10. Procurement Schedule of Events. The current Schedule for Key Procurement Dates for this procurement process leading to an award of the Contract is provided in the Calendar of Events, page 1 of this RFP. The Commission reserves the right to make changes or alterations to this schedule as the Commission determines is in its best interest. All changes to these dates and/or times up to and including the due date for Proposals will be issued as an addendum to this RFP and will become part of this RFP and will be posted to the Commission's website at <https://www.paturmpike.com/procurement/Bidlist.aspx?rtype=o>.

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

All times stated are in Harrisburg, PA local time and are subject to change.

I-11. Questions and Answers. There will be no pre-proposal conference for this RFP. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any Commission member, employee, consultant/contractor. Written questions shall be submitted by email to RFP-Q@paturnpike.com with **RFP 20-10350-8951 Application Development Work Order Services** 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.paturnpike.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.paturnpike.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 (10) calendar 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 for monitoring advertisements / addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-13. Response. The PA Turnpike Commission offices will continue to be closed on the due date for proposal submissions due to COVID-19 restrictions. Hand-delivery or hard-copy mailing of proposals is not possible at this time. All proposals must be submitted electronically via email to the email address shown in the Calendar of Events. Failure to send proposal to the correct email address or to include all essential information will be deemed sufficient reason for rejection of proposal.

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 submitted proposal should include a separate file for the Technical Submittal, the Diverse Business (DB) participation submittal, and the Cost Submittal. Proposer should ensure that there is no costing information in the technical submittal. The Proposer shall present the proposal to the Contracts Administration Department only by using the RFP email address, RFP20-10350-8951@paturnpike.com. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix C to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 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 notice to the RFP20-10350-8951@paturnpike.com

mailbox before the exact hour and date specified for proposal receipt.

However, if the Proposer chooses to attempt to provide such written notice by email transmission, the Commission shall not be responsible or liable for errors in email transmission. A proposal may be modified only by the submitting of a new sealed proposal or submitting a sealed modification which complies with the requirements of this solicitation.

I-15. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-16. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-17. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-18. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

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

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

Confidential proprietary information: Commercial or financial information received by an agency:

(1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial

harm to the competitive position of the person that submitted the information.

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

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

the extent to which the information is known outside of his business;

the extent to which the information is known by employees and others in the business; the

extent of measures taken to guard the secrecy of the information;

the value of the information to his business and to competitors;

the amount of effort or money expended in developing the information; and

the ease of difficulty with which the information could be properly acquired or duplicated by others.

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

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

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

I-20. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-21. News Releases. Proposers shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-22. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Commission’s Chief Technology Officer (CTO) will serve as project executive for this effort. Commission project managers, designated by the CTO, will coordinate the activities for the awarded master contracts and will address related issues as necessary. The CTO will have final approval authority for the deliverables produced as a result of future Work Order Request for Proposals (WORFP).

The Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs

will work off-site and not be provided reproduction facilities and logistical support by the Commission.

I-23. Cost Submittal. The cost submittal shall be a separate document within the electronically submitted proposal and kept separate from the technical submittal.

I-24. Term of Contract. The Commission intends that contract(s) awarded as a result of this RFP will be for a term of two (2) years with three (3) one-year renewal options, with the total of all contracts to not exceed \$15,000,000.00.

The Commission shall fix the Effective Date for each contract after it has been fully executed by the selected Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

Each contract will also include an end date for the original term of the contract. This date will be the same for all contracts as a result of this RFP and will be determined by adding two years to the effective date of the first fully executed contract.

The selected Proposer shall not start the performance of any work prior to the Effective Date of the contract and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

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

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The rate(s) in 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 (the "Indemnified Parties") from all liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of 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. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Proposer or its subcontractors under any employee benefit act including but not limited to 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. Prosper will comply with the DB Requirements as described in **Appendix F – Diverse Business (DB) Requirements.**

PART II
INFORMATION REQUIRED FROM
PROPOSERS

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

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

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to ensure 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: Application Development Work Order Services, RFP 20-10350-8951. **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, location of company headquarters.

B. Table of Contents

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

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

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

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

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

Provide a brief history and description of your firm's business organization and its application development, support, and maintenance service expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number and types of consultants or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

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

E. Personnel (Limited to 2 pages, single-sided, not including **Appendix H**)

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

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the key personnel who would perform the services as described in Section IV of this RFP. This should include any staff members who will be assigned to manage contract if awarded, as well as a representative sample of project managers, who may be assigned to work orders.

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

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

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

Include the following:

1. A statement regarding your understanding of the requirements and your ability to provide applicable services in accordance with the same.
2. A description of your firm's experience in providing similar services to other clients, especially other governmental entities and / or similar public / private sector transportation organizations. Include the same information for any subcontractor firms included in your proposal. Describe the business practices that enable you to complete these tasks in an efficient, timely, high quality and expeditious manner.
3. List all clients for which your firm has performed work similar to that described in Part IV

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

If applicable, include a statement regarding any other related specialized services your firm may offer.

G. Approach

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

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

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

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

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

- II-2. Objections and Additions to Standard Contract Terms and Conditions.** The proposer will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the proposer would like to add to the standard contract terms and conditions. The Proposer's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commission. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The

Proposer shall not request changes to the other provisions of the RFP, nor shall the Proposer request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Proposer's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Proposer must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A** or to other provisions of the RFP as specifically identified above.

II-3. Diverse Business (DB) Requirements (Appendix F). The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in **Appendix F**. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs is encouraged and will be considered as criteria in the evaluation of proposals and in the evaluation for Tier 2 Work Orders. In your Diverse Business Participation Submittal in response to this RFP, provide information that identifies DB firms and the roles you anticipate for potential assignments. In addition, provide a commitment to making Good Faith Efforts as defined Appendix F, and provide your firm's approach to utilizing DBs for Work Order opportunities.

II-4. Cost Submittal.

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE A SEPARATE DOCUMENT WITHIN THE ELECTRONICALLY SUBMITTED PROPOSAL AND KEPT SEPARATE FROM THE TECHNICAL SUBMITTAL.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-11, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Proposers must complete **Appendix G**.

1. Proposers must provide a rate range for each position identified in **Appendix G**. The rate card should depict the maximum fully loaded rates the Proposer would typically charge for each position. Rates are requested for informational purposes only. Proposers will be required to submit staff information, including proposed hours and rates, in response to specific WORFPs.
2. Financial commitment for DBs should be identified and should be expressed in terms of the percentage of revenue the Proposer agrees to commit to DB firms included on its team.
3. Invoices should be submitted monthly for those months in which activities are performed

in relation to a work order. Each WORFP will identify whether costs will be paid on a time and materials or on a receipt of deliverables basis.

The 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 Proposers, authorizing the work to begin on a date which is on or after the Effective Date. The 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 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 firms or the firms whose proposals are 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, the firm's Pennsylvania presence or utilization of Pennsylvania-based employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will be made to up to five Proposers determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria.

The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. Overall

- a. Responsiveness, organization and clarity of the Technical Proposal.
- b. Demonstrated significant and sufficient depth and breadth of experience of the prime contractor, in collaboration with any named subcontractors, to support the defined requirements for an initiative of this size and scope.
- c. Ability to provide the specialized expertise and experience.
- d. Demonstrated ability of the Proposer to undertake an initiative of this size.
- e. Response of references if the Commission elects to solicit them.
- f. Significance and impacts of objections to standard terms

2. Assigned Personnel.

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

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

4. Cost

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

PART IV WORK STATEMENT

IV-1. Objectives.

General. The objective of this procurement is to provide the Commission with a flexible and timely means of procuring application development, support, and maintenance fixed price and time and material-based services.

Specific. Critical components of this general objective include:

- Ability to obtain application development, support, and maintenance fixed price and time and materials-based services from a group of prequalified proposers with the requisite experience and capacity.

IV-2. Nature and Scope. The Commission intends to select up to five qualified companies to provide application development, support, and maintenance services under the direction of the Commission's Information Technology Department. Services will be requested through a work order.

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

Staffing and technology firms selected through this RFP will provide application services as specified by the Commission's Chief Technology Officer and requested via a Work Order Request for Proposal (WORFP).

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

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

- **Tier 1 – Work orders estimated to cost \$250,000 or less:**
 - Solicitation: The Commission may send the WORFP directly to any awarded Proposer to submit a proposal and cost quotation.
 - Evaluation: The Commission will work collaboratively with the Proposer to develop an agreed upon Statement of Work.
 - Restrictions: No renewals, extensions, or change orders which result in an individual work order exceeding \$250,000 will be allowed.

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

IV-3. Requirements. Project activities and deliverables are expected to be performed in accordance with Commission standards and relevant accepted industry best practices.

- a. Awarded Proposers shall respond to WORFPs within ten business days (unless otherwise noted by the Commission in the WORFP) and either submit a proposal or decline the request.
- b. Awarded Proposers shall respond to WORFPs in the format defined by the Commission in **Appendix J** or in a comparable format including all required data.
- c. WORFP responses shall be limited to the length defined within the individual WORFP.
- d. WORFP responses shall include and define the Proposer’s:
 - i. Understanding of the intent of the work order;
 - ii. Prior experience related to the work to be performed;
 - iii. Proposed personnel to assign to the work order;
 - iv. Task plan; and
 - v. Costs, including hourly rates and number of hours proposed, fixed deliverable costs (as applicable), and overall project costs.
 - vi. Diverse Business utilization
- e. WORFP responses shall include client references upon request by the Commission.
- f. Awarded Proposers shall submit all work products to the Commission Chief Technology Officer or designee for review and approval.
- g. The awarded Proposers will comply with Commission technical standards.
- h. Awarded Proposers will manage a process for planning, staffing, and deploying project teams to address work orders issued by the Commission.
- i. Awarded Proposers are responsible for conducting and maintaining current criminal background checks for proposed and active work order project team members.
- j. Awarded Proposers will submit monthly invoices for those months in which activities are performed in relation to a work order.
 - i. Monthly invoices for time and materials engagements shall include hours worked by each individual resource during the billing period as well as all applicable materials charges.
 - ii. Monthly invoices for fixed price deliverables-based engagements shall include deliverables completed and approved by a Commission designee during the billing period.

- k. Awarded Proposers shall fully cooperate with Commission employees and other contractors with whom the Commission may undertake or award other contracts for additional or related work. Awarded proposers shall coordinate Services with such additional work as may be required. Awarded Proposers shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commission employees.
- l. Awarded Proposers shall not publish any of the results of awarded work efforts without the written permission of the Commission. The publication shall include the following statement: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Pennsylvania Turnpike Commission.” The Awarded Proposer shall not include in the documentation any copyrighted matter, unless the Proposer provides the Commission with written permission of the copyright owner.
- m. The Commission shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commission as part of the performance of awarded work efforts.
- n. Whenever the Awarded Proposer(s) encounters any difficulty that delays or threatens to delay the timely performance of awarded work (including actual or potential labor disputes), the Awarded Proposer(s) shall promptly give notice thereof in writing to the Commission stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commission of any rights or remedies to which it is entitled by law or pursuant to provisions of the Contract resulting from this RFP. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.
- o. Except where Selected Proposer obtains the Commission’s prior written approval, Selected Proposer shall perform all of the Services only from or at locations within the geographic boundaries of the continental United States. Any Commission approval for the performance of Services outside of the continental United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved.

IV-4. Tasks. This section describes what the awarded Proposers are expected to do and what they are expected to produce. The task descriptions in this section are intended to provide an overview of the work to be performed.

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

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

IV-5. Inspection and Acceptance. This section describes the process by which Deliverables will be inspected and accepted.

- a. Acceptance of Developed Materials for awarded work will occur in accordance with the Deliverable Approval Plan submitted by the Awarded Proposer(s) and approved by the Commission. Upon approval of the plan by the Commission, the Deliverable Approval Plan

becomes part of the Contract(s) resulting from this RFP. The Deliverable Approval Plan must include an Acceptance Test Plan, inclusive of a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of the awarded work. The Awarded Proposer(s) shall notify the Commission when the deliverable is completed and ready for acceptance testing. The Commission will not unreasonably delay commencement of acceptance testing.

- (1) For Projects that require software integration at the end of the awarded work, as set out in the individual WORFP, the Commission's acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.
 - (2) For Projects that do not require software integration at the end of the awarded work as set out in the individual WORFP, the Commission's acceptance of a deliverable or milestone shall be complete and final.
- b. Awarded Proposer(s) shall certify, in writing, to the Commission when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commission, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commission of Awarded Proposer's certification of completion of a particular milestone, the Commission shall, subject to Section -5. (a) either: (1) provide the Awarded Proposer with Commission's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Awarded Proposer, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- c. If the Commission fails to notify the Awarded Proposer in writing of any failures in the Developed Materials within the applicable Acceptance period, the Developed Materials shall be deemed accepted.
- d. If the Developed Materials do not meet an accessibility standard, the Awarded Proposer must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commission may either waive the requirement as not applicable to the Commission's business requirements or require that the Awarded Proposer provide an acceptable alternative. Any Commission waiver of the requirement must be in writing.
- e. Upon the Awarded Proposer's receipt of the Commission's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Awarded Proposer shall have fifteen (15) business days, or such other time as the Commission and Awarded Proposer may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commission, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commission shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commission shall provide the Awarded Proposer with its acceptance of

the Developed Materials in the completed milestone.

- f If, in the opinion of the Commission, the corrected Developed Materials still contain material failures, the Commission may either:
 - (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights to terminate with 30 days written notice.

IV-6. Reports and Project Control. The Awarded Proposers will be expected to provide the following project control reports and documentation.

Status Report. Status reports will be due per the PTC's Project Management Playbook for any in-progress work orders. If a particular work order relates to staff augmentation, periodic reviews will be conducted, and, if necessary and identified, bi-weekly reporting.

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2020, 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 services to assist with application development, maintenance and support services as requested in Work Orders;

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 RFP#20-10350-8951 dated **(date of solicitation)**, titled Application Development Work Order Services and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

Work Order Request for Proposal (WORFP)

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

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

- **Tier 1 – Work orders estimated to cost \$250,000 or less:**
 - Solicitation: The Commission may send the WORFP directly to any awarded Contractor to submit a proposal and cost quotation.
 - Evaluation: The Commission will work collaboratively with the Contractor to develop an agreed upon Statement of Work.
 - Restrictions: No renewals, extensions, or change orders which result in an individual work order exceeding \$250,000 will be allowed.

- **Tier 2 – Work orders estimated to cost \$250,001 or more:**
 - Solicitation: The Commission must send the WORFP to all awarded Contractors.
 - Evaluation: The Commission will consider the firm’s previous experience, the technical merit of the firm’s response to the WORFP as well as the proposed total cost of each response provided. The Commission may choose to meet with proposing firms to discuss responses prior to awarding the work order. The Commission reserves the right to include additional evaluation criteria to individual WORFPs.
 - Restrictions: No renewals or change orders which result in the total of the work order exceeding 110% of its original proposed cost will be allowed.

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

- a. **CONTRACTOR** shall respond to WORFPs within ten business days (unless otherwise noted by the **COMMISSION** in the WORFP) and either submit a proposal or decline the request.
- b. **CONTRACTOR** shall respond to WORFPs in the format defined by the **COMMISSION** in RFP Appendix J or in a comparable format including all required data.
- c. WORFP responses shall be limited to the length defined within the individual WORFP.
- d. WORFP responses shall include and define the **CONTRACTOR**’s:
 - i. Understanding of the intent of the work order;
 - ii. Prior experience related to the work to be performed;
 - iii. Proposed personnel to assign to the work order;
 - iv. Task plan; and
 - v. Costs, including hourly rates and number of hours proposed, fixed deliverable costs (as applicable), and overall project costs.
 - vi. Diversity Business utilization.
- e. WORFP responses shall include client references upon request by the **COMMISSION**.
- f. **CONTRACTOR** shall submit all work products to the Commission Chief Technology Officer or designee for review and approval.
- g. The **CONTRACTOR** will comply with **COMMISSION** technical standards.

- h. **CONTRACTOR** will manage a process for planning, staffing, and deploying project teams to address work orders issued by the **COMMISSION**.
- i. **CONTRACTOR** is responsible for conducting and maintaining current criminal background checks for proposed and active work order project team members.
- j. **CONTRACTOR** shall fully cooperate with **COMMISSION** employees and other contractors with whom the **COMMISSION** may undertake or award other contracts for additional or related work. **CONTRACTOR** shall coordinate Services with such additional work as may be required. **CONTRACTOR** shall not commit or permit any act that will interfere with the performance of work by any other contractor or by **COMMISSION** employees.
- k. **CONTRACTOR** shall not publish any of the results of awarded work efforts without the written permission of the **COMMISSION**. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Pennsylvania Turnpike Commission." The **CONTRACTOR** shall not include in the documentation any copyrighted matter, unless the **CONTRACTOR** provides the **COMMISSION** with written permission of the copyright owner.
- l. The **COMMISSION** shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the **COMMISSION** as part of the performance of awarded work efforts.
- m. Whenever the **CONTRACTOR** encounters any difficulty that delays or threatens to delay the timely performance of awarded work (including actual or potential labor disputes), the **CONTRACTOR** shall promptly give notice thereof in writing to the **COMMISSION** stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the **COMMISSION** of any rights or remedies to which it is entitled by law or pursuant to provisions of the Contract resulting from this RFP. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.
- n. Except where **CONTRACTOR** obtains the **COMMISSION's** prior written approval, **CONTRACTOR** shall perform all of the Services only from or at locations within the geographic boundaries of the continental United States. Any **COMMISSION** approval for the performance of Services outside of the continental United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved.

Commission's Responsibilities

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

Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid the negotiated overall project cost as submitted and approved in requested WORFP.

The **COMMISSION** intends that the total expenditures of all Work Orders issued for this contract shall not exceed \$15,000,000.00.

CONTRACTOR will submit monthly invoices for those months in which activities are performed in relation to a work order.

- i. Monthly invoices for time and materials engagements shall include hours worked by each individual resource during the billing period as well as all applicable materials charges.
- ii. Monthly invoices for fixed price deliverables-based engagements shall include deliverables completed and approved by a Commission designee during the billing period.

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 two (2) years with three (3) optional one-year extensions and shall commence on the Effective Date.

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained. Each contract will also include an end date for the original term of the contract. This date will be the same for all contracts as a result of this RFP and will be determined by adding two (2) years to the effective date of the first fully executed contract.

The time of completion may be extended for work orders issued prior to the above-mentioned completion date if the extension is approved by the **COMMISSION** in the form of a letter signed by the Chief Technology Officer. This letter will become part of this Agreement. 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 Chief Technology Officer.

Governing Law

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

Observance of Laws

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

Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, all Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written, recorded, photographic, or visual materials, trademarks, service marks, copyrights or other

Deliverables produced by **CONTRACTOR** or any supplier in the performance of this Agreement shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**. The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR's** previously developed software for services provided under this Agreement. The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other rights and obligations. In addition, the **CONTRACTOR** will mark all **COMMISSION** content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)".

Audit/Retention of Records

CONTRACTOR and its subcontractors shall maintain books and records related to performance of this Agreement or subcontract and necessary to support amounts charged to the **COMMISSION** in accordance with applicable law, terms and conditions of this Agreement, and generally accepted accounting practice. **CONTRACTOR** shall maintain these books and records for a minimum of three (3) years after the completion of the Agreement, final payment, or completion of any contract, audit or litigation, whichever is later. All books and records shall be available for review or audit by the **COMMISSION**, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. **CONTRACTOR** agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to **CONTRACTOR**, or subcontractor, the **COMMISSION** shall adjust future or final payments otherwise due. If no payments are due and owing to **CONTRACTOR**, or if the overpayment exceeds the amount otherwise due, **CONTRACTOR** shall immediately refund all amounts which may be due to the **COMMISSION**. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the **COMMISSION** for the recovery of any funds paid by the **COMMISSION** under this Agreement for which adequate books and records are not available to support the purported disbursement.

Dispute Resolution

All questions or disputes regarding any matter involving this Agreement or its breach shall be referred to the Board of Claims of the Commonwealth of Pennsylvania pursuant to 62 Pa.C.S.A. § 1701 *et seq.* If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 Pa.C.S.A. § 7301 *et seq.* (Statutory Arbitration).

The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**’s premises, and for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by **CONTRACTOR** or its subcontractors under any employee benefit act including but not limited to Workers’ Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

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 subcontractor 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 Edwards
Assistant Secretary-Treasurer

Date

Yassmin Gramian, P.E.
Chair

Date

APPROVED AS TO FORM AND LEGALITY:

Albert C. Peters II
General Litigation & Contracts Counsel

Date

Pennsylvania Attorney General

Date

ATTEST:

(Contractor Name)

Signature_____

Date

Signature_____

Date

Name_____

Name_____

Title_____

Title_____

Federal Tax ID No. _____

CONTRACTOR INTEGRITY PROVISIONS

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

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

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

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

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

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees who are providing services for this agreement or who are otherwise in contact with Commission employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees working on the agreement 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 anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

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

**APPENDIX C – PROPOSAL COVER SHEET
 Pennsylvania Turnpike Commission
 Application Development Work Order Services**

RFP# 20-10350-8951

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

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

Submittals Enclosed and Separately Sealed:

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

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



APPENDIX D – RFP 20-10350-8951
COMMISSION SECURITY REQUIREMENTS
 Revised: 04/01/2020

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.
All application code should be written to comply with secure coding guidelines such as the Open Web Application Security Project (OWASP). Scans on custom code should be performed and reviewed to identify coding vulnerabilities prior to moving to production.
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 Act (73 P.S. Section 2301 et. seq.).
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.
All account credentials (username/password) must be encrypted during transmission.
All administrator account passwords and SNMP community strings must be changed from the manufacturer’s default values to a hardened value.
Any request for access to Commission systems for a non-Commission employee shall include criminal background information furnished by the vendor. The criminal background check must comply with state and federal law and include the results of a PA State-wide check (ePATCH), in addition to a National Criminal Information Database check. If a consultant is working offshore, results of an international background check will be required. IT Security will specify detailed background check requirements based upon the user’s country of origin. Access will not be provided until required background checks and documentation are completed and provided by the vendor.



APPENDIX D – RFP 20-10350-8951
COMMISSION SECURITY REQUIREMENTS
 Revised: 04/01/2020

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, and the Identity Source must be either the Commission’s on-premise ADFS installation or the Commission’s Azure AD instance.
When SAML authentication is used for cloud-hosted systems, the vendor must use Provider-side Initiated authentication.
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 20-10350-8951
COMMISSION SECURITY REQUIREMENTS
Revised: 04/01/2020

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.
If remote access is needed, the vendor must use HorizonView. If using VPN for remote access, a Commission owned and managed device is required.
If local connectivity to the Commission’s network is needed, a Commission-owned and managed device is required. Vendor-owned devices are not permitted to be connected to the network.
The vendor’s system/software must co-exist with all industry accepted endpoint software with no exceptions.
The vendor must provide the necessary directory and file exclusions to allow the system/software to operate as intended.

The Pennsylvania Turnpike Commission

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

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, except for Professional Liability and Network Security and Privacy Liability, shall be written on an "occurrence" basis.
- d) The Contractor's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

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

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

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

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

The Pennsylvania Turnpike Commission

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

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

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

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

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

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

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
- | | |
|----------------------------|-------------------------|
| Bodily Injury by Accident: | \$500,000 Each Accident |
| Bodily Injury by Disease: | \$500,000 Each Employee |
| Bodily Injury by Disease: | \$500,000 Policy Limit |

The Pennsylvania Turnpike Commission

2. **Commercial General Liability:**

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

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

3. **Automobile Liability:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If Contractor does not have any Owned Vehicles, Contractor is still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above
- b) Minimum per Accident Combined Single Limit \$1,000,000

4. **Commercial Umbrella Liability:**

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
- b) Minimum Limits of Liability
 - Occurrence Limit: \$4,000,000
 - Aggregate Limit (where applicable): \$4,000,000

5. **Professional Liability:**

- a) The definition of "Covered Services" shall include the services required in the scope of this contract.
- b) Minimum Limits of Liability:
 - Per Claim: \$5,000,000
 - Aggregate: \$5,000,000
- c) If the policy is issued on a claims-made form, the following requirements will apply:
 - 1. The retroactive date must be on or before the start of work under this contract;
 - 2. In the event of policy termination, cancellation or non-renewal, the Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years after the completion of their work/final payment.

6. **Network Security and Privacy Liability (may be included in Professional Liability):**

- a) Contractor shall maintain the following coverage including but not limited to:

The Pennsylvania Turnpike Commission

- (1) Network Security Liability for third party liability arising out of hacking, network system intrusions, unauthorized access/use to data or systems, distribution of malicious code, denial of service and cyber extortion.
- (2) Privacy Liability for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and /or protected health information that may arise from their work with this contract.

b) Minimum Limits of Liability (including Payment Card Information (PCI) Loss:

Per Claim:	\$5,000,000
Aggregate:	\$5,000,000

c) Minimum Limits of Liability:

Privacy Breach Notification and Credit Monitoring: \$5,000,000 Per Occurrence

APPENDIX F – RFP 20-10350-8951
Pennsylvania Turnpike Commission
DIVERSE BUSINESS (DB) REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Submission Requirements – Consultant Responsiveness.

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

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

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

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

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

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

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

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

(d) Consultant Requirements During Performance of Services.

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

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

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

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

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

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

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

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

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

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

4. Subconsultant Contracts

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

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

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

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

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

APPENDIX G – Work Order Resource Rate Charges

**Pennsylvania Turnpike Commission
Application Development Work Order Services
RFP# 20-10350-8951**

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

- This data is requested for evaluation purposes only. Awarded Suppliers will be required to provide specific rates in response to individual work order requests for proposals (WORFP).
- This is not intended to be an all-inclusive list. It is both possible and probable that additional position types will be required to perform work order-based application services over the duration of the contract.
- Low end rates should reflect a rate for a competent professional with two to five years of experience. High end rates should reflect the rate for a senior professional who has more than five years of experience and is capable of working in a lead capacity.
- The Not to Exceed rate listed below will become part of the resulting contract for awarded suppliers.

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

Appendix H – Proposer Project Experience

**Pennsylvania Turnpike Commission
Application Development Work Order Services
RFP# 20-10350-8951**

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

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

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

Appendix H – Proposer Project Experience

Subject Area	Platform	Client Name	Service Start Date	Service End Date	Indicate Role	
					Prime	Sub
Software Development and/or Configuration Support	SAP ERP					
	SuccessFactors					
	Microsoft Dynamics CRM					
	ServiceNow					
	OnBase					
	SmartDocs					
	Board					
	AgileAssets					
	.NET					
	Java EE					
	Web (general)					
	Managed Application Support					
	Development in the Azure Environment					
	Virtual Reality (Unity, Unreal Engine, etc.)					
	Augmented Reality					
	Artificial Intelligence					
	Bots					
	Mobile Application Development					
Legacy Support						

Appendix H – Proposer Project Experience

Subject Area	Platform	Client Name	Service Start Date	Service End Date	Indicate Role	
					Prime	Sub
Systems Integration	Informatica					
	SAP ERP, including PI					
	SuccessFactors					
	Microsoft Dynamics CRM					
	ServiceNow					
	OnBase					
	SmartDocs					
	AgileAssets					
	Board					
	.NET					
	Java EE					
	Web (general)					
	Managed Application Support					
	Legacy Support					

Appendix H – Proposer Project Experience

Subject Area	Platform	Client Name	Service Start Date	Service End Date	Indicate Role	
					Prime	Sub
Systems Administration	SAP ERP					
	SuccessFactors					
	Microsoft Dynamics CRM					
	ServiceNow					
	OnBase					
	SmartDocs					
	AgileAssets					
	.NET					
	Java EE					
	Web (general)					
	Managed Application Support					
	Development in the Azure Environment					
	Legacy Support					

Appendix H – Proposer Project Experience

Subject Area	Platform	Client Name	Service Start Date	Service End Date	Indicate Role	
					Prime	Sub
Subject Matter Expertise	SAP ERP					
	SuccessFactors					
	Microsoft Dynamics CRM					
	ServiceNow					
	OnBase					
	SmartDocs					
	AgileAssets					
	.NET					
	Java EE					
	Web (general)					
	Managed Application Support					
	Development in the Azure Environment					
	Mobile Application Development					
	Virtual Reality					
	Augmented Reality					

Appendix H – Proposer Project Experience

	Artificial Intelligence					
	Bots					
	Legacy Support					

**Pennsylvania Turnpike Commission
Application Development Work Order Services
RFP# 20-10350-8951**

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

Categories of support

- (dev, integration, subject matter experts, etc.)
 - Development
 - Integration
 - System administration
 - Testing (unit, integration, system, user acceptance, etc.)
 - Implementation

Managed application support

Platforms, including but not limited to

SAP

ECC 6.0

HCM

Etc.

Service Now

Agile Assets

Software Development / Support

Development of a software product which encompasses a planned and structured life-cycle process from the conception of the desired software to its final manifestation, periodic subsequent enhancement, and ongoing maintenance.

- **SAP ERP** – developing and/or configuring new, and supporting existing SAP ECC 6.0 implementation, including SRM, Linear Asset Management, SMP Work Manager, SAP Business Warehouse/Business Intelligence.
- **SuccessFactors** – developing and/or configuring new and supporting existing SuccessFactors implementations.
- **Microsoft Dynamics CRM / .NET / Java EE**– developing and/or configuring new, and supporting existing Dynamics, .NET, or Java EE / Eclipse based custom developed business applications, as well as supporting Dynamics CRM.
- **ServiceNow** – developing and/or configuring new, and supporting existing ServiceNow implementation, including incident, problem, change, demand, project, portal, knowledge and catalog
- **Web** – developing secure and accessible web solutions such for platforms other than Dynamics, .NET, or Java EE.

Appendix I – Sample Application Development and Work Order Category Descriptions

- **ServiceNow** – developing and/or configuring new, and supporting existing ServiceNow implementations, especially Information Technology Service Management (ITSM) modules and portals.
- **SmartDocs** – developing and/or configuring new and supporting existing SmartDocs implementations.
- **AgileAssets** – developing and/or configuring new and supporting existing AgileAssets implementations.
- **Azure Development** – developing new, and supporting existing custom developed applications residing in the Azure Development environment
- **Legacy** – supporting the Commission’s existing inventory of applications.

Systems Integration

Management and delivery of processes to bring together new and / or existing discrete systems utilizing a variety of techniques such as computer networking, enterprise application integration, business process, cloud integration management or programming.

- **OTS** – including the specification of requirements (standard features and modifications) and product selection, customization, integration and implementation of off-the-shelf software.
- **SAP ERP** – including BASIS administration; SAP enterprise systems development and support; Business Intelligence / Business Warehouse development, enhancement and support; and analysis and design / redesign of the Finance, Human Capital Management, Logistics, Systems / Investment Management and Treasury modules.
- **OnBase Document management System** – an interface between the PTC GIS environments/applications and PTC’s OnBase ECM/document management system will be implemented to allow selection of OnBase documents for display to the user using an interactive map.

Subject Matter Expertise

Support in various specific, directed areas of application development, support, and maintenance skilled areas. Areas may include but are not limited to Mobile Application Development, Virtual Reality, Augmented Reality, Artificial Intelligence, Bots, Enterprise Content Management, ITIL Frameworks, Data Storage, Archiving and Discovery, Master Data Management and Data Warehousing.

Appendix J – Sample WORFP Response Template

Pennsylvania Turnpike Commission Application Development Work Order Services RFP# 20-10350-8951

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

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

Addendum No. 1

RFP #20-10350-8951

Application Development Work Order Services

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

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of May 26, 2020. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.				Is this a new contract or any incumbent currently providing the services?	There are multiple incumbents currently providing the services.
2.				Do we require to submit the sample resumes or actual resumes for each job titles?	Please refer to Part II, Section II-1E.
3.				Can you give us more clarity on the general security requirements? are these associated with this RFP?	A. Please refer to Appendix D – Security Requirements B. Yes

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
4.	55ff	H	Proposer Project Experience	Do proposers need to have experience for every product identified in order to qualify?	Please refer to Part III, Criteria for Selection.
5.				Do we need to be invited or can I complete based on the website RFP document?	Any firm is invited to submit a proposal based on the posted RFP requirements and any future issued Addendums.
6.				I'm reaching out in regards to the RFP, 20-10350-8951; What are you all looking for and to get out of these services? Is there a specific software you all are currently using or looking for that the services are going to support?	<p>A. Please refer to Part I – General Information for Proposers</p> <p>B. Refer to Appendix I – Sample Application Development and Support WO Category Descriptions</p>
7.				<p>Hi did you recently issue a RFP for SAP and application development work order services due by 6/16/2020?</p> <p>If so we would love to respond to the RFP directly.</p> <p>We were contacted by another party to partner but we do not partner we only work as the prime or direct.</p>	<p>Yes.</p> <p>https://www.paturnpike.com/procurement/Bidlist.aspx?rtype=o</p>

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
8.				Would you consider the bid if some line items in appendix G (Work Order Resource Rate Charges) are left blank due to no internal resource presence?	“Appendix G must include a typical range of fully loaded hourly rates your firm would expect to charge for each of the sample position titles listed.”
9.		Appendix H	Projects	Appendix H requests at least one project listed for each service area. Does this mean that the team must cover ALL services listed in Attachment H, or can a team present a more specialized response that does not cover all services listed in Attachment H?	No provide information where you have experience.
10.	12	Section G	Approach	Is there a page limit for this section?	No.
11.	12	Section G	Approach	This section requires a Work Plan. Please provide detail on how to address this requirement without a WORFP. Different task orders will require different work plan approaches to tasks, durations, dependencies, and deliverables.	The work plan should include tasks, dependencies, durations, and deliverables covering planning, preparation, recruitment, WORFP response, and roll-out activities. Specifically, identify the length of time you will require between a “notification to proceed”, and the start of WORFP activities.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
12.	17	IV-2	Nature and Scope	Are application development, support, and maintenance services include GIS services specifically Esri Applications, Solutions, and Systems?	Please refer to Appendix I, which includes a brief description of representative application development, configuration, systems administration, systems integration, support, and maintenance project areas for which the Commission may require work order-based application services. This is not intended to be an all-inclusive list. It is both possible and probable that additional application types will be required over the duration of the contract.
13.				Are we able to participate with CAI as their partner in this bid (us as sub contractor) AND also bid on this RFP individually? What concerns does this raise and is this a valid option?	Please refer to RFP Section I-8.

14.	Page 11 of 21	E. Personnel	Provide the names, proposed roles, background, and experience, current professional licenses, office location and availability of the key personnel who would perform the services as described in Section IV of this RFP. This should include any staff members who will be assigned to manage contract if awarded, as well as a representative sample of project managers, who may be assigned to work orders.	Please elaborate on what representative samples do you expect from the bidders. Do we need to provide our experience working with other clients such as client information, project description, etc.? Do we need to provide resumes for all the positions given in the cost proposal? If yes, how many resumes do we need to submit per position?	Please refer to Part II, Section II-1E.
-----	------------------	--------------	--	--	---

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
15.	Page 6 of 21	I-22. Commission Participation Proposers should	Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission.	<p>What will be the place of performance for the consultants?</p> <p>How much work do you anticipate being off-site?</p> <p>Will the consultants work off-site at the vendor location or will they be working at your location for delivering the project?</p> <p>What type of work do you anticipate being offsite and/or onsite?</p>	The Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission.
16.		Appendix F Diverse Business Participation		We are NMSDC certified MBE MBE; do we qualify for meeting the Diverse Business (DB) requirements or do we still need to subcontract with another DB?	The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix F. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs is encouraged and will be considered as criteria in the evaluation of proposals and in the evaluation for Tier 2 Work Orders. In your Diverse Business Participation Submittal in response to this RFP, provide information that identifies DB firms and the roles you anticipate for potential assignments. In addition, provide a commitment to making Good Faith Efforts as defined Appendix F, and provide your firm's approach to utilizing DBs for Work Order opportunities.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
17.		Exhibit H Proposer Project Experience		Are we correct in understanding that we need to showcase our experience where we worked as a subcontractor or as a prime? Also, can we use our subcontractor's project experience for a particular category to be eligible for award for that category?	A. Yes B. See Response to Question #9.
18.		Appendix H	Proposer Project Experience	May we list our experience working with the Pennsylvania Turnpike Commission in response to <i>Appendix H- Proposer Project Experience</i> ?	Yes.
19.	48	Diverse Business Participation	Diverse Business Participation	Is there any minimum DB participation level for this project?	See Response to Question #16.
20.	48	Diverse Business Participation	Third-party Certifying Organization	We are a minority certified business from State of Ohio by the Ohio DAS department, do we qualify for DB participation?	See Response to Question #16.
21.	49	Diverse Business Participation	(a) General Requirement	We are a certified MBE; do we still need to make good faith efforts to solicit subconsultants that are DBs?	See Response to Question #16.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
22.	48	Diverse Business Participation	(a) General Requirement	Please provide the Diverse Business list.	There is not a Diverse Business list.
23.	48	Diverse Business Participation	5. Pro Forma Effort	Are there any standard forms for Diverse Business Requirements submission? Please provide if any.	See Response to Question #16.
24.	55	Proposer Project Experience	Platform	Does the vendor need to have experience in all the platforms mentioned in the Appendix-H or we can provide client names only to the platforms we have experience in?	No provide information where you have experience.
25.	28	Appendix A	Insurance and DB Requirements	Exhibit X is not given in the document, please provide it.	Appendix A to the RFP is the standard agreement and it refers to Exhibits that will be attached when executed. Since we don't know for sure what exhibits will be added to the agreement, it is just listed as 'X' until we create the final agreement. The referenced documents are attached to the RFP as appendices.
26.	40	Appendix C	Listing of all Pennsylvania Offices	We are firm based out of Ohio, are we eligible to bid for this project?	Yes.
27.	15	II-4 Cost submittal.	Cost submittal.	RFP mentions that proposers should not include any assumptions in their cost submittals, can you please elaborate on that?	Costs should be based on the RFP requirements without making assumptions. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
28.	13	11-1 Technical Submittal	Firm Overview	RFP mentions to discuss on our firm's presence in Commonwealth of Pennsylvania? We don't have any office in Pennsylvania, are we eligible to bid for this project?	Yes.
29.	11	E.	Personnel	The RFP states the Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations and/or certifications. Resumes should be included as part of Appendix H of the technical submittal of the Proposer's response. Appendix H is the Proposer Project Experience document. Should resumes be included as an attachment to the completed Appendix H Proposer Project Experience?	No.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
30.	15	III-3	Proposal Evaluation	Are you open to consider remote/distributed teams? Are there any location constraints?	The Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission. Except where Selected Proposer obtains the Commission's prior written approval, Selected Proposer shall perform all of the Services only from or at locations within the geographic boundaries of the continental United States. Any Commission approval for the performance of Services outside of the continental United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved.
31.	6	I-22	Commission Participation	How does the PA Turnpike Commission expect to be involved in the day-to-day running of this project?	Various depending on the Work Order.
32.	55	Appendix H	Proposer Project Experience	Do we have to provide services for all the areas that are listed in Appendix H or proposer has the right to choose the subject area for which we can provide service? If we choose not to provide service on certain area, would that disqualify or affect our evaluation scoring?	A. No, provide information where you have experience. B. Refer to Section III-4– Evaluation Criteria.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
33.	6-7	RFP Pari I	I-22. "The Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission."	Will the Commission consider an Offeror awardable if it specifies only work to be done on-site?	Refer to Section III-4– Evaluation Criteria.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
34.	54	Appendix H	Appendix H– Proposer Project Experience "For each project area, identify at least one client for which your team (your company as the prime or one of your subcontractors if appropriate) has provided similar services in the past five years."	Does the RFP require a client be named for all platforms in the designated Appendix H project areas?	No.

35.	21-22	IV-5, d	<p>If the Developed Materials do not meet an accessibility standard, the Awarded Proposer must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commission may either waive the requirement as not applicable to the Commission's business requirements or require that the Awarded Proposer provide an acceptable alternative. Any Commission waiver of the requirement must be in writing.</p>	<p>If deliverables are rejected during the Acceptance process, will resulting additional work to fix deliverables be billable? Would this answer differ if the Work Order is Time and Materials vs. Fixed Price?</p>	<p>A. No B. No</p>
36.	27	General	Compensation	Can PA Turnpike provide clarification on their standard payment terms?	Net 30

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
37.	42	Appendix	General	Could PA Turnpike request any hosted/cloud-based services or on-premises, physically connected services under the scope of this resulting contract?	Please refer to Part IV-2.
38.	General	General		Is there currently an incumbent contract similar in scope to the services requested for Application Development by PA Turnpike?	Yes, multiple.
39.	General	General		If no incumbent contract is currently in place, how has PA Turnpike historically requested/solicited for Application Development services?	N/A
40.	General	General		Does PA Turnpike have an established budget for services that they expect to solicit under the contract resulting from this solicitation? Additionally, can PA Turnpike provide historical spending on Application Development services contract for 2018 and 2019?	A. Yes B. No

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
41.	General	General		Does PA Turnpike expect for Task Orders under this contract to be bid as Time and Materials, Fixed Price or both?	Both
42.	General	General		Is it PA Turnpike's expectation that all Application Development Services will be provided on-site or will utilization of remote or vendor site be an option for these services?	See Response to Question #15
43.	General	General		Will computer, hardware, software to complete a task order based services request be provided by Vendor or PA Turnpike?	See Response to Question #15.
44.	3	I-8	Subcontracting	Will the Commission kindly describe the information required for Proposers to provide on their subcontractors when submitting RFP responses?	See RFP Part II-1-F.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
45.	2	Appendix D	Hosted/Cloud-Based Security Requirements	Per the RFP, the Commission's data must be located and remain within the continental United States. Is the Commission open to offshore development provided that none of the Commission's data leaves the US?	Except where Selected Proposer obtains the Commission's prior written approval, the selected Proposer shall perform all of the Services only from or at locations within the geographic boundaries of the continental United States. Any Commission approval for the performance of Services outside of the continental United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved.
46.	Appendix H – 3	Proposer Project Experience	Systems Integration	SAP requirement - Will the awarded Proposer's be expected to have all of the platforms / software (SAP, ServiceNow, OnBase, etc.)? Is the Commission open to proposals from vendors that have significances experiences with the majority but not all of the platforms?	No, provide information where you have experience.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
47.	6	I-22	Commission Participation	Per the RFP, the Commission will make limited work and meeting space available for services engagements awarded as a result of future WORFPs. Proposers should assume that project teams identified in future WORFPs will work off-site and not be provided reproduction facilities and logistical support by the Commission. Is there a requirement for Proposer's team(s) to co-locate when working off site?	No.
48.	11-1	G.1 Critical Success Factors	Commission Participation	We view a critical success factor to much of our application development work is in getting meaningful business participation in our projects. We typically work in an Agile setting, can you describe the business sponsors experience being on Agile teams and working closely with IT on critical initiatives?	Limited.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
49.	N/A	N/A	N/A; General Question	Will Proposer be responsible for providing equipment to contractors under this engagement (computers, cell phones, etc.)?	See Response to Question #15.
50.	N/A	N/A	N/A; General Question	Whose network will employees be working under, Proposer's or Commission's?	Generally, the Commission's.
51.	N/A	N/A	N/A; General Question	If Proposer is providing computers, what will the data security requirements be for those computers?	Refer to RFP Appendix D – Security Requirements.
52.		Appendix G		Does PTC have job descriptions with degrees levels, etc?	Yes.
53.		Appendix H		If we do not qualify for every category in appendix H, can we still bid?	Yes.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
54.	61	Appendix I – Sample Application Development		In this section, Development of a software product which encompasses a planned and structured life-cycle process from the conception of the desired software to its final manifestation, periodic subsequent enhancement, and ongoing maintenance. This feels like waterfall methodology, would PTC consider an agile methodology?	Yes.
55.				What percentage of the RFP is geared towards project based deliverables vs. traditional staff augmentation?	Unknown.
56.				Would we (supplier) be responsible for deliverables and is payment is tied to management and hitting deliverable deadlines?	Depends on the Work Order.
57.		General	N/A	Are there any vendors presently providing the required services? Can the incumbent vendors also bid for this proposal?	A. Yes B. Yes

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
#	Page	Section	Section Description	Proposer Question	Commission Response
58.	Page 1	Appendix F	Diverse Business (DB) Requirements	Is there a goal for participation of Diverse Business in this RFP?	No. See Response to Question #16.
59.	Page 1	Appendix F	Diverse Business (DB) Requirements	Can the DB firm be certified in any state or does it need to be certified in the state of Pennsylvania?	See RFP Appendix F Item (b) Definitions, which lists the recognized certifying organizations.
60.				With regard to RFP 20-10350-8951 (Attached above), our only question is whether firms with locations outside of Pennsylvania be considered.	Yes.
61.				Can you please provide more details about the type of work you are looking for and/or primary KPI objectives for the work, particularly in the areas of mobile and web development?	Unknown at this point.
62.				You mention the need for UX/UI design. Are you also planning on making use of user testing and prototyping in order to validate assumptions, and is that something you are seeking help with?	Probably, but depends on each specific Work Order.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
63.				How will you be evaluating vendors with resources outside of PA but within the continental US, in relation to PA companies?	Refer to Section III-4– Evaluation Criteria.
64.				Is PTC planning to manage projects itself, or is it looking for vendors to lead their own projects and/or teams and collaborate with PTC at regular intervals.	Depends on the Work Order.
65.				Is your expectation that each of the selected vendors would have experience in all of the skill sets listed in the RFP? Or are you looking for multiple vendors, each with some subset of those specialties? (i.e. 5 vendors that all have all the skills? or 1 with SAP, 1 VR, 1 java etc.)	No.
66.				Part III explains that the award will be made to up to five proposers. How will the work be split up?	Please refer to Part IV-2. Nature and Scope.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
67.				Is there an incumbent vendor that is currently providing these services and will they be participating in this solicitation as well?	A. Yes, multiple B. Unknown
68.				Is the vendor expected to have experience with all of the platforms listed in "Proposed Project Experience"? To what proficiency level?	No

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
#	Page	Section	Section Description	Proposer Question	Commission Response
69.				<p>We were browsing and researching online and came across this RFP, that appears very applicable to us. We have had several clients in the past in which we have serviced the same.</p> <p>May we ask what is the initial criteria to be able to get invited to participate on this RFP?</p> <p>Such as:</p> <ul style="list-style-type: none"> • Vendor registration • Approved vendor list (for these RFP to be sent to) • Certifications and pre-screening to get on your distribution list for any opportunities, such as this RFP <p>Any little details would be greatly appreciated:</p>	<p>The RFP is open to all vendors who can meet the requirements of the RFP. There is no prequalification required. All RFP's are posted on our website with no distribution lists. Please continue to monitor the website https://www.paturndpike.com/procurement/Bidlist.aspx?rtype=o for any updates to this RFP or new postings.</p>

All other terms, conditions and requirements of the original RFP dated May 11, 2020 remain unchanged unless modified by this Addendum.

Addendum No. 2

RFP #20-10350-8951

Application Development Work Order Services

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

REVISIONS

1. Part II-1E, 3rd paragraph is replaced with the following:

Proposer must submit a current resume for all proposed staff as requested above, listing relevant experience and applicable professional affiliations and/or certifications. Resumes should be attached to Appendix H of the technical submittal of the Proposer's response.

2. Addendum 1, question number 29, the answer is revised to read: Yes.

All other terms, conditions and requirements of the original RFP dated May 11, 2020 and Addendum 1 remain unchanged unless modified by this Addendum.