

**REQUEST FOR PROPOSALS FOR**

**Financial Advisory Services**

**ISSUING OFFICE**

**Pennsylvania Turnpike Commission  
Contracts Administration Department**

**On behalf of the  
Finance and Administration**

**RFP NUMBER**

**RFP 20-10320-8987**

**DATE OF ISSUANCE**

**July 30, 2020**

# **REQUEST FOR PROPOSALS FOR**

## **Financial Advisory Services**

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## CALENDAR OF EVENTS

RFP# 20-10320-8987

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	July 30, 2020	N/A
Deadline for Proposers to Submit Questions via email to <a href="mailto:RFP-Q@paturnpike.com">RFP-Q@paturnpike.com</a>	August 12, 2020	2:00 PM
Answers to Proposers questions posted to the Commission website at <a href="https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O">https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O</a> ( <i>Estimate Only</i> )	August 14, 2020	N/A
Due Date for Proposals - Electronic copies of the proposal must be emailed to <a href="mailto:RFP20-10320-8987@paturnpike.com">RFP20-10320-8987@paturnpike.com</a> 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.	August 27, 2020	2:00 PM
Oral Clarifications/Presentations ( <i>If necessary</i> )	TBD	TBD
Anticipated Notice to Proceed ( <i>Estimate Only</i> )	November, 2020	N/A

## PART I

### GENERAL INFORMATION FOR PROPOSERS

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

**I-2. Issuing Office.** This RFP is issued for the Commission by the Contracts Administration Department on behalf of the Finance and Administrative Department.

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

**I-4. Problem Statement** The Commission is seeking to retain a firm, or firms for Financial Advisory Services with respect to the preparation of its annual Act 44 Financial Plan as well as the management and issuance of the Commission's debt, in addition to general financial counseling as detailed in Part IV of this RFP.

**I-5. Type of Contract.** The Commission intends to award multiple contracts as a result of this RFP.

The Commission intends to select two firms to provide Financial Advisory Services. The selected firms will fill the role of "Financial Advisor" and "Co-Financial Advisor" to the Commission. Most of the Financial Advisory Services contemplated by this RFP shall be provided utilizing a collaborative approach amongst the two selected firms with a division of responsibilities and compensation based on an approximately 60/40 ratio, between the Financial Advisor and the Co-Financial Advisor, for most of the "non-Act 44 Financial Plan work contemplated by this RFP. The division of responsibilities and compensation will be at the discretion of the Commission. However, please note that a contract award as a result of this RFP does not guarantee or provide assurances that an awarded firm will be assigned any specific tasks, minimum number of tasks or specific monetary amount for Financial Advisory Services. Throughout the term of any contracts awarded pursuant to this RFP, the continued division of responsibilities and compensation will be based upon the continued performance of each firm as determined by the Commission, in its sole discretion.

The Commission intends to utilize one firm to serve as the sole provider of Financial Advisory Services related to the preparation of its Act 44 Financial Plan. The Commission intends to utilize two firms to provide all other Financial Advisory Services contemplated by this RFP.

In order to encourage enhanced Diverse Business (DB) inclusion, the Commission's Criteria for Selection for this RFP will place particular emphasis on the level of DB inclusion. It is Commission's goal that at least one of the selected firms is a DB.

It is proposed that if a contract or contracts are entered into as a result of this RFP, it will be a fee for services contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, responsive and capable of performing the work. A sample Contractual Agreement is provided in Appendix A.

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

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

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

If a Joint Venture responds to this RFP, the Commission will not accept separate proposals from joint venture constituents. A firm will not be permitted to submit a proposal on more than one (1) joint venture for the same RFP. Also, a firm that responds to this RFP as a prime may not be included as a designated subconsultant to another firm that responds to the same RFP. Multiple responses under any of the 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.paturnpike.com/procurement/Bidlist.aspx?rtype=o>.

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

**I.11. Questions and Answers.** There will be no pre-proposal conference for this RFP. No negotiations, decisions or actions shall be initiated or executed by a Proposer as a result of any oral discussions with any Commission member, employee, consultant/contractor. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions shall be submitted

by email to [RFP-Q@paturnpike.com](mailto:RFP-Q@paturnpike.com) with RFP 20-10320-8987 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 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 to monitor 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, [RFP20-10320-8987@paturnpike.com](mailto:RFP20-10320-8987@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 Proposal must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix C to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least **120** calendar days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written notice to the [RFP20-10320-8987@paturnpike.com](mailto:RFP20-10320-8987@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. The body of the proposal shall not exceed fifteen (15) pages of 12-point type, excluding table of contents, cover letter, required tables, resumes and appendices. The cost proposal, Commitment to Diversity and Inclusion proposal and Technical appendices are not included in the 15-page limit.

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

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

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

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

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

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

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

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

65 P.S. §67.102 (emphasis added).

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

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

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

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

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

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

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

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

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

**I-24. Term of Contract.** The term of the contract(s) will commence on the Effective Date (as defined below) and will end three (3) years from that date with an option of two (2) one-year extensions. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.



The selected Proposers 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 Proposers 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 price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.

- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

**I-26. Indemnification.** The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents (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 Proposer, 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 Proposer 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 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.** To further encourage the inclusion of Diverse Businesses, the Commission intends to select at least one DB firm. All Proposers will comply with the DB Requirements as described in Appendix F – Diverse Business (DB) Requirements. Whereas the Commission intends to select two firms to provide Financial Advisory Services, DB firms are strongly encouraged to respond individually as a firm. The utilization of DBs are strongly encouraged and will be considered as a significant criterion in the evaluation of proposals and may be considered as a significant factor in the Commission's selection of two firms for this contract.

## 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-1, Sections a through g**;
2. Diverse Business Participation Submittal, in response to RFP **Part II-2**; and
3. Cost Submittal, in response to RFP **Part II-3**.

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

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

#### **II-1 Technical Submittal.**

##### **A. Proposal Cover Sheet (See Appendix C)**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: Financial Advisor, **RFP 20-10320-8987**. Appendix C must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. In addition, it is required that all information requested in Appendix C be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

##### **B. Table of Contents**

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

##### **C. Executive Summary (Limit to two pages)**

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

#### **D. Firm Overview**

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

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

#### **E. Personnel**

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform financial advisor services as described in Part IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposers must submit current resumes for all proposed lead staff that would interact with the Commission listing relevant experience and applicable professional affiliations.

#### **F. Relevant Experience and Expertise**

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

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

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

Include a statement regarding any other specialized Financial Advisory Services your firm may offer.

Include experience in Financial Advisory Services that includes at least (5) years as an advisor for any of the following:

- Toll road/bridge/tunnel financing
- Strategic financial planning
- Other transportation financing
- Other revenue bond financing

- Issuance of tax-exempt bonds
- Issuance of taxable bonds
- Utilization of derivative products (strategy, not pricing)
- Escrow Structuring and Investment of bond proceeds.

Describe your firm's knowledge, experience and resources in tracking and monitoring the tax-exempt and taxable bond markets, including tax-exempt fixed rate, variable rate, and taxable fixed rate products. Include a discussion of how you evaluate the success of any pricing.

Describe the technical and analytical resources available to your firm in the process of structuring, analyzing and pricing of bond issues.

Describe your firm's ability to provide advice on market pricing issues, market access issues, investor feedback and credit issues.

List any and all disciplinary action, administrative proceeding, malpractice claim or other like proceeding against your firm or any of its personnel relating to your firm's services as financial advisor or investment banker current, pending or occurring in the last ten (10) years. Describe any investigations conducted by any state or federal regulatory and/or law enforcement agencies that have involved your firm during the last five (5) years.

Identify any potential conflict known by your firm and discuss how, if selected, your firm would address any concerns raised by such dual representation. If your firm is selected as one of the Pennsylvania Turnpike Commission's financial advisors, during the contract period your firm must notify the Pennsylvania Turnpike Commission when you enter into any new contracts which may present a conflict of interest.

Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

#### **G. Approach**

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

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

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

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

The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix F. Whereas the Commission intends to select two firms to provide Financial Advisory Services, it is the Commission's intent that at least one selected firm will be a DB firm. DB firms are strongly encouraged to respond individually as a firm. There is no minimum participation level (MPL) for DBs established for these contracts. In lieu of minimum participation level (MPL) for DBs established for these contracts, the Commission intends to encourage DB participation by the selection of at least one DB firm. Additionally, the utilization of DB subconsultants by non-DB primes are strongly encouraged and will be considered as a significant criterion in the evaluation of proposals and may be considered as a significant factor in the Commission's selection of two firms for this contract.

The proposer must include in its DB participation submittal that it meets the requirements set forth in the Commission's DB Requirements - Appendix F. In particular, the proposer shall address the section of the DB Requirements labeled, "Actions Required by Proposer during the procurement/consultant selection phase". In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount. Higher DB participation levels will be a significant evaluation criterion.

## **II-3 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.

The Proposer must complete Appendix (G) (Cost Submittal.) The costs you are proposing in Appendix G are to be based upon the assumption of a single transaction for each task listed in Appendix G. Appendix G should list the number of total anticipated work plan hours for each transaction or task and an anticipated cost per transaction. Cost estimates are included as an indication of likely proposed fees. Actual fees will be negotiated and determined by the Commission, in its sole discretion, on a transaction by transaction basis.

Whereas the Commission intends to select two firms to provide Financial Advisory Services and to divide task responsibilities in the manner discussed in Part I-5, solely for the purposes of Appendix G, the Proposer should assume that it is providing 100% of the effort/cost for each particular task.

## 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 two of the most highly qualified 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: diversity inclusion (*it is intended that at least one of the two selected firms will be a DB*); geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; and any other relevant factors as determined as appropriate by the Commission.

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

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

**1. Proposer and Personnel Qualifications and Experience**

- a. Proposer's relevant experience and expertise in conducting Financial Advisory Services as it relates to the requirements discussed in Part IV of this RFP.
- b. Qualifications, experience in structuring, negotiating and implementing the full range of tax-exempt and taxable bond and note financings required by the Commission.
- c. Ability to produce the Commission's annual Act 44 Financial Plan.
- d. Experience and knowledge of transportation and toll roads, municipal and Pennsylvania issuers and financings.
- e. Ability to provide bond pricing analysis and other related services.
- f. Demonstrated ability to track and monitor relevant tax-exempt and taxable bond and government securities markets.



- g. Qualifications, experience, current professional licenses, office location and availability of the consulting personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
- h. Location and availability to Commission staff.
- i. Financial ability of the Proposer to undertake a project of this size.
- j. Response of references if the Commission elects to solicit them.

**2. Commitment to Diversity and Inclusion.** Whereas the Commission intends to select two firms to provide Financial Advisory Services, it is the Commission's intent that at least one selected firm will be a DB firm. DB firms are strongly encouraged to respond individually as a firm. There is no minimum participation level (MPL) for DBs established for these contracts. In lieu of minimum participation level (MPL) for DBs established for these contracts, the Commission intends to encourage DB participation by the selection of at least one DB firm. Additionally, the utilization of DB subconsultants by non-DB primes are strongly encouraged and will be considered as a significant criterion in the evaluation of proposals and may be considered as a significant factor in the Commission's selection of two firms for this contract.

**3. Approach**

- a. Understanding of the Commission's needs and scope of work.
- b. Soundness of proposed approach, methodology, and deliverables for conducting Financial Advisory Services as it relates to the requirements discussed in Part IV of this RFP.
- c. Quality, completeness and applicability of sample deliverables provided.
- d. Responsiveness, organization, and clarity of Proposal.

**4. Cost.**

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

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

**General.** The Commission will accept proposals from individual firms or team of financial advisory firms. The Commission reserves the right to select a single firm, multiple firms, or a team of firms to meet its financial advisory needs.

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

##### 1. The Pennsylvania Turnpike System

The present System is composed of: the 359 mile Turnpike Mainline traversing the southern portion of Pennsylvania from east to west; the 110 mile north/south section identified as the Northeast Extension; the approximately 16 mile north/south connection, known as the Beaver Valley Expressway, which intersects the Turnpike Mainline in the southwestern portion of the Commonwealth; the approximately 13 mile Amos K. Hutchinson Bypass which adjoins the Turnpike Mainline near the New Stanton Interchange; four completed segments of the Mon/Fayette Expressway project totaling 48 miles and a six mile section of the Southern Beltway project from PA 60 to US 22.

The System has a total of 68 interchanges which connect it with major arteries and population centers in its 552 mile traffic corridor. Thirty-one of the interchanges are located on the Turnpike Mainline, including Turnpike Mainline barriers at the New Jersey and Ohio state lines, and 10 interchanges are situated on the Northeast Extension. The additional 23 interchanges are located on the Beaver Valley Expressway, Amos K. Hutchinson Bypass, and completed segments of the Mon/Fayette Expressway and Southern Beltway. There are 17 service plazas along the Pennsylvania Turnpike System providing gasoline and diesel fuel, other automotive supplies and services, and restaurant services.

##### 2. Financial Condition and Outlook

As of June 1, 2020, the Commission had over \$13.8 billion in long-term debt, issued under four separate indentures. Outstanding debt and debt ratings are as follows:

	<b><u>Outstanding Debt</u></b> <b><u>(mill)</u></b>	<b><u>Ratings (M,S&amp;P,F)</u></b>
Mainline Senior Revenue	\$5.743	A1, A, A+
Mainline Subordinate Revenue	\$5.666	A3, A-, A-
Motor License Fund Enhanced	\$1.006	A2, N/R, AA-
Oil Franchise Tax	\$1.038	Aa3, AA,AA (Sr.); A2, A+, A+ (sub.)
Registration Fee Revenue	\$360	Aa3, A, AA-

Net toll revenue for the fiscal year ended May 31, 2020 was nearly \$1.3 billion and was adversely impacted by mitigation efforts related to the COVID Pandemic. Net toll revenues and transaction volumes are likely to continue to be adversely impacted by COVID mitigation efforts The Commission also received revenue

from the Commonwealth from oil company franchise taxes and motor license registration fees in excess of \$141 million.

### **3. Capital and Financing Plan**

The Commission prepares a ten-year capital plan and financing plan which shows anticipated funding sources, including Commission funds and revenue bonds. The capital plan currently addresses projects estimated at nearly \$5.8 (net of federal reimbursements) billion scheduled for construction through fiscal year 2030.

### **4. Acts 44 and 89**

On July 18, 2007, Act 44 was enacted, creating a “public-public partnership” between the Commission and PennDOT to provide funding for roads, bridges and transit throughout the Commonwealth. Subsequently, in order to, among other things, effectuate the provisions of Act 44 requiring the Commission to make substantial annual payments to PennDOT as described below, the Commission and PennDOT entered into a Lease and Funding Agreement (the “*Act 44 Funding Agreement*”), incorporating many of the terms of Act 44.

On November 25, 2013, Act 89 was enacted to provide substantial additional and sustained investment in the Commonwealth’s aging transportation infrastructure. The revenue enhancements enacted in Act 89 have generated substantial additional funds each year for investment in the Commonwealth’s transportation infrastructure.

In accordance with Act 89 and the Amended Funding Agreement, the Commission’s aggregate annual payment to PennDOT for Fiscal Year 2013-2014 through Fiscal Year 2021-2022 is \$450 million and, in accordance with Act 89, the Commission must pay at least \$30 million of such amount from current revenues. Commencing in Fiscal Year 2022-2023 through the term of the Amended Funding Agreement, the Commission’s aggregate annual payment to PennDOT is \$50 million, which amount shall be paid from then current revenues of the Commission.

The Commission is required by the terms of the Amended Funding Agreement and Act 44 to fix and adjust tolls at levels that will generate revenues (together with other available moneys) sufficient to pay, among other things, amounts to PennDOT pursuant to the Amended Funding Agreement when due and other obligations of the Commission, and the Commission has covenanted in the Subordinate Indenture to set tolls at a level sufficient to meet its coverage obligations taking into account any additional debt incurred in order to make such payments. The Commission believes that System revenues should enable it to satisfy its reduced payment obligations as set forth in the Amended Funding Agreement.

### **IV-3. Requirements.**

Proposing firms must demonstrate how they meet the following minimum qualifications in order for their proposals to be evaluated:

- Firm existence – The proposing firm shall have been in the business of providing financial advisory services to governmental agencies for a minimum of five (5) years.
- Experience of senior professionals – The proposing firm shall offer a team of professionals in which the senior professionals have a minimum of ten years’ experience in the public finance industry.

- Experience with municipal bonds – The proposing firm shall offer a team of professionals in which the team members have worked on a minimum of three revenue financings over the past five years. It is preferred that the professionals have experience with toll road/toll bridge/toll tunnel financings but not an exclusive requirement.

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

Requested financial advisory services may include, but are not limited to, assisting the Commission by providing the following services:

- Provide as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing and special facility financing, and keep the Commission abreast of market developments and financing techniques which might be applicable to the Commission's financing programs.
- Preparation of yearly Act 44 Financial Plan.
- Prepare analyses and evaluations of potential refunding's and new money issues, including reviews of financial feasibility and debt capacity.
- Review and evaluate financing options, derivative, forward delivery agreements, refunding investment services and other innovative products, financial feasibility studies, legal documents, and pricing of any financing and any escrow.
- Participate in rating agency presentations and preparation of official statements.
- Manage the development of rating agency presentations and attend, as requested.
- Participate in the development of investor presentations and attend, as requested.
- Escrow Structuring and Investment of bond proceeds.
- Assist in the development of a Request for Qualifications for underwriting firms and participate in the evaluation of responses thereto.
- Provide advice on and participate in the selection of credit enhancement providers, if deemed appropriate for a particular financing.
- Assist in the evaluation of unsolicited proposals from commercial and investment banks and other financial services providers.
- Review and assist in the preparation of disclosure and other legal documentation for both issuance of debt and continuing disclosure.
- Assist in the process of negotiated sales of Commission bonds, including negotiation of pricing terms, pricing analysis prior to sale and preparation of a post-sale Financial Advisor's Memorandum.
- Provide general advice on the investment of bond proceeds.

- Review and comment upon proposed legislation and assist in development of proposed legislation that may affect the financial operations of the Commission.
- Prepare remarketing performance reports.
- Attend Commission meetings, as needed, and provide advisory services to Commissioners and senior management.
- Provide public testimony at legislative hearings.
- Provide financial analyses in support of proposed legislation.
- Provide other financial advisory services as requested.

## 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 the **(name of solicitation)**;

**WHEREAS**, by Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, the **COMMISSION** is authorized and empowered to enter into an Agreement with the **CONTRACTOR**;

**WHEREAS**, the **COMMISSION** desires to retain the services of **CONTRACTOR** upon the following terms; and

**NOW, THEREFORE**, in consideration of these mutual covenants, and intending to be legally bound, the parties agree as follows:

### Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in **(solicitation identification, i.e. RFP number)** dated **(date of solicitation)**, titled **(Title of solicitation)** and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

### Commission’s Responsibilities

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

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

### Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid **(insert Commission approved Compensation)**.

The **CONTRACTOR** agrees that the **COMMISSION** may set off the amount of any state tax

liability or other obligation of the **CONTRACTOR** or its subsidiaries to the Commonwealth against any payments due the **CONTRACTOR** under any contract with the **COMMISSION**.

Duration of Agreement [and Renewal]

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

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

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

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

**OR**

The time of completion may be extended if the extension is approved by the **COMMISSION** in the form of a letter signed by the **Chief Engineer or appropriate person the Agreement is for**. 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 *Department Head (update accordingly)*.

### Governing Law

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

### Observance of Laws

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

### Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, all Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written, recorded, photographic, or visual materials, trademarks, service marks, copyrights or other Deliverables produced by **CONTRACTOR** or any supplier in the performance of this Agreement shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**. The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR's** previously developed software for services provided under this Agreement. The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other rights and obligations. In addition, the **CONTRACTOR** will mark all **COMMISSION** content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)".

### Audit/Retention of Records

**CONTRACTOR** and its subcontractors shall maintain books and records related to performance of



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

#### Dispute Resolution

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

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

#### Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents (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.

Use of Unmanned Aircraft Systems: (remove if not applicable to this Agreement)

The **CONTRACTOR** shall not use or operate Unmanned Aircraft Systems (UAS) without the express written approval of the **COMMISSION**. Such approval shall be determined upon review and authorization of a written request from the **CONTRACTOR** by the **COMMISSION**'s Legal Department and UAS program managers. If approved, the **CONTRACTOR** shall execute a separate Authorization to Operate UAS or other applicable third-party agreement prepared by the **COMMISSION**'s Legal Department setting forth the necessary indemnification, release and insurance requirements. The Authorization shall define the requirements the **CONTRACTOR** must follow in order to operate UAS within **COMMISSION** right-of-way and property. All approved UAS operations shall be conducted using Small Unmanned Aircraft Rule (Part 107) (14 CFR Part 107) of the Federal Aviation Administration (FAA) Regulations.

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.

1. 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 any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

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

**APPENDIX C – PROPOSAL COVER SHEET  
 Pennsylvania Turnpike Commission  
 Financial Advisory Services**

**RFP# 20-10320-8987**

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

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

**Submittals Enclosed and Separately Sealed:**

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

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



**APPENDIX D – RFP#20-10320-8987**  
**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#20-10320-8987**  
**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"> <li>- Data classification and privacy</li> <li>- Security training and awareness</li> <li>- Systems administration, patching, and configuration</li> <li>- Application development and code review</li> <li>- Incident response</li> <li>- Workstation management, mobile devices, and antivirus</li> <li>- Backups, disaster recovery, and business continuity</li> <li>- Regular audits and testing</li> <li>- Requirements for third-party business partners and contractors</li> <li>- Compliance with information security or privacy laws, regulations, or standards</li> </ul>
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#20-10320-8987**  
**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.

Before starting any work, the Proposer will maintain the following minimum levels of insurance at Proposer's own expense. Proposer shall furnish Certificates of Insurance showing the coverages as outlined below. No work may be performed until the required evidence of Insurance is provided in accordance with the terms of the contract.

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

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

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

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

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

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

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

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

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

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

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

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

**2. Commercial General Liability:**

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

- a) Occurrence Form with the following minimum limits:

(1) General Aggregate:	\$2,000,000
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- (2) Products/Completed Operations  
Aggregate: \$2,000,000
- (3) Each Occurrence: \$1,000,000
- (4) Personal and Advertising Injury: \$1,000,000

3. **Automobile Liability:**

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

4. **Commercial Umbrella Liability:**

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

5. **Professional Liability/Errors & Omissions Insurance:**

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

**APPENDIX F – RFP#20-10320-8987**  
**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 - COST SUBMITTAL RFP 20-10320-8987**

**Firm -** \_\_\_\_\_

	<u>Task</u>	<u>Estimated numbers of transactions per year</u>	<u>Work Plan - Hours</u>	<u>Fee per Transaction</u>
A.				
1	Act 44 Plan			
2	Bond Issuance Financial Advice - Market Conditions Analyses & evaluation of refundings, new money, financial feasibility & debt capacity Rating Strategy Investor Outreach Financing Team Selection Credit enhancement approaches Transaction document review and preparation Negotiated sales and bond pricing Investment of Bond Proceeds Closing activities			
3	Debt Portfolio Monitoring and Periodic Evaluation of Strategies			
4	Escrow restructuring and verification			
5	Review & evaluate financing options, derivative & other innovative products			
6	Assist in the development of a Request for Qualifications for underwriting firms & participate in evaluation of responses			
7	Unsolicited Proposal Evaluation			
8	Legislation Review			
9	Remarketing Reports / Performance			
10	Other requested services			





## Addendum No. 1

RFP # 20-10320-8987

Financial Advisory 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 August 12, 2020. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
Proposer Questions		RFP20-10320-8987			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.				Does the Commission currently have a firm providing these services?	Yes
2.				Could you provide the total spend made to the incumbent firm, if applicable?	No
3.				The RFP did not have specified contract duration terms. Could you provide the anticipated contract length, and whether there will be renewals or extensions as well?	See RFP Section I-24. Term of Contract, page 6 of 19, (page 8 of 48 in the original adobe document).

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP20-10320-8987			
#	Page	Section	Section Description	Proposer Question	Commission Response
4.				Are these services likely to be a continuing need? Will these services be solicited again following the term of the awarded contract? Will the incumbent firm be eligible to bid on any subsequent RFPs?	Yes, to all
5.				Do you anticipate extending the bid due date?	No
6.				What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?	All information concerning how the PTC will evaluate each proposal is included in section III-4 Evaluation Criteria of the RFP.
7.				Was this bid posted to the nationwide free bid notification website at <a href="http://www.mygovwatch.com/free">www.mygovwatch.com/free</a> ?	No.
8.				Other than your own website, where was this bid posted?	The RFP is also placed on the DGS website eMarketplace.
9.	N/A	Technical Appendix	Technical Appendix	What is allowed to be included in the Technical Appendix? Is anything not permitted?	Please see Part II-1.
10	N/A	Technical Response	Technical Response	Is there a page limit for the technical response?	No
11	48	Cost Proposal	Cost Proposal	Is this page a duplicate?	No

Proposer Questions			Pennsylvania Turnpike Commission (PTC)		
RFP20-10320-8987					
#	Page	Section	Section Description	Proposer Question	Commission Response
12	Various	Various	Various	<p>We are seeking clarification regarding the DB inclusion provisions of the RFP.</p> <p>In I-5 <b>Type of Contract</b>, the RFP states that the Commission intends to select two firms, a “Financial Advisor” and a “Co-Financial Advisor” and its goal is that at least one of the selected firms is a DB. The RFP also states in the section, that “In order to encourage enhanced DB inclusion, the Commission’s Criteria for Selection for this RFP will place particular emphasis on the level of DB inclusion.” In II-2 <b>Diverse Business (DB) Requirements</b>, the section strongly encourages DB firms to respond individually, but a few sentences later encourages non-DB primes to utilize DB subconsultants and that such use may be considered as a significant factor in the selection. In III-3 <b>Proposal Evaluation</b>, the RFP also states that additional factors would include “diversity inclusion.” And in III-4 <b>Evaluation Criteria 2. Commitment to Diversity and Inclusion</b> the paragraph states again that “DB firms are strongly encouraged to respond individually as a firm” and that “the utilization of DB sub consultants by non-DB primes are strongly encouraged and will be considered a significant criterion in the evaluation of proposals and may be considered as a significant factor in the Commission’s selection of two firms for this contract.” And in I-8 <b>Subcontracting</b>, it states that a firm which responds as a prime, which DB firms are encouraged to do, may not be included as a designated sub consultant.</p> <p>The various sections seem to be in conflict, and we would like clarification on how a non-DB prime manages these elements to provide a response that meets the Commission’s goals.</p>	<p>The RFP does not establish “Minimum Participation Levels” for Diverse Business participation as sub-contractors but rather encourages non-DB prime respondents to utilize DB firms as sub-contractors to potentially increase their (prime respondents) rating during the evaluation process. Additionally, the Commission increased the “Commitment to Diversity” evaluation criteria to its second highest consideration to increase its relative importance and encourage non-DB respondents to consider utilizing DB firms as sub-contractors. DB firms are encouraged to submit as a prime respondent but are not required to do so. DB firms who do NOT choose to submit as a prime are eligible to be part of other prime respondents’ teams. See Appendix F – Diverse Business Requirements – particularly section (c).1.b. – “Actions required by proposer during the procurement/consultant selection phase.”</p>

All other terms, conditions and requirements of the original RFP dated July 30, 2020 remain unchanged unless modified by this Addendum.

## Addendum No. 1

RFP # 20-10320-8987

Financial Advisory Services

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

### REVISIONS

1. Replace Calendar of Events on Page 1 of 19 of the RFP (3 of 48 in original RFP PDF file) in its entirety with the following:

Activity	Date	Time
Request for Proposals Issued	July 30, 2020	N/A
Deadline for Proposers to Submit Questions via email to <a href="mailto:RFP-Q@paturnpike.com">RFP-Q@paturnpike.com</a>	August 12, 2020	2:00 PM
Answers to Proposers questions posted to the Commission website at <a href="https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O">https://www.paturnpike.com/Procurement/Bidlist.aspx?RTYPE=O</a> <i>(Estimate Only)</i>	August 14, 2020	N/A
Due Date for Proposals - Electronic copies of the proposal must be emailed to <a href="mailto:RFP20-10320-8987@paturnpike.com">RFP20-10320-8987@paturnpike.com</a> 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.	September 3, 2020	2:00 PM
Oral Clarifications/Presentations <i>(If necessary)</i>	TBD	TBD
Anticipated Notice to Proceed <i>(Estimate Only)</i>	November, 2020	N/A

2. Replace Section I-15.Economy of Preparation on page 5 of 19 (page 7 of 48) in its entirety with the following:

**Section 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.

**QUESTIONS AND ANSWERS**

Following are the answers to questions submitted in response to the above referenced RFP as of August 12, 2020. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP20-10320-8987			
#	Page	Section	Section Description	Proposer Question	Commission Response
1.				<p>We understand that the question period for this RFP is over, however, we found one of the answers in the Q&amp;A addendum confusing. The question asked was: “Is there a page limit for the technical response?” The Commission answered, “No.” However, there was very clear language in the original RFP that the page limit for the technical proposal section was 15 pages (copied below). We were surprised to see the question asked, as well as the response. Can you please confirm if the below section of the original RFP is no longer valid and that there is NOT a page limit? If you cannot answer due to the question period being over, we understand. Thank you.</p> <p><b>“I-15. Economy of Preparation.</b> Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP. The body of the proposal shall not exceed fifteen (15) pages of 12-point type, excluding table of contents, cover letter, required tables, resumes and appendices. The cost proposal, Commitment to Diversity and Inclusion proposal and Technical appendices are not included in the 15-page limit.”</p>	See Revision #2 above.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
		RFP20-10320-8987			
#	Page	Section	Section Description	Proposer Question	Commission Response
2.				<p>We note the deadline for questions has past however we are hoping for clarification on one of the responses posted as a part of the Q&amp;A Addendum.</p> <p>The question asked was: "Is there a page limit for the technical response?" The Commission answered, "No." However, there is language in the RFP in PART I (I-15) that established a page limit for the technical proposal section at 15 pages (excerpt below).</p> <p>We note in other procurements, the Commission has amended sections to address certain matters. Given this section was not officially amended/replaced, can you confirm the page limit outlined in Section I-15 is no longer applicable?</p> <p><b><i>"I-15. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. The body of the proposal shall not exceed fifteen (15) pages of 12-point type, excluding table of contents, cover letter, required tables, resumes and appendices. The cost proposal, Commitment to Diversity and Inclusion proposal and Technical appendices are not included in the 15-page limit."</i></b></p>	See Revision #2 above.

All other terms, conditions and requirements of the original RFP dated July 30, 2020 and Addendum 1 remain unchanged unless modified by this Addendum.