**REQUEST FOR PROPOSALS**

**GAS SAFETY INSPECTION MANAGEMENT SYSTEM (GSIMS)**

**ISSUING OFFICE**

**Pennsylvania Public Utility Commission**

**Bureau of Investigation and Enforcement**

**Gas Safety Division**

**RFP-2012-6**

**DATE OF ISSUANCE**

**April 11, 2012**

**REQUEST FOR PROPOSALS FOR**

**GAS SAFETY INSECTION MANAGEMENT SYSTEM**

**(GSIMS)**

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**CALENDAR OF EVENTS**

The Commission will make every effort to adhere to the following schedule:

|  |  |  |
| --- | --- | --- |
| **Activity** | **Responsibility** | **Date** |
| Deadline to submit Questions via email to the Issuing Officer Kasha Schreffler at kashschref@pa.gov. | Potential Proposers | Monday, April 23, 2012 |
| Non-mandatory Pre-Proposal Conference on Thursday, April 26 at 1:30 p.m. in Hearing Room 5, Commonwealth Keystone Building, 400 North St., Harrisburg PA 17120. The Issuing Officer will take questions. Call-in information will be provided in the days leading up to the conference. | Issuing Office/Potential Proposers | Thursday, April 26, 2012, 1:30 p.m. |
| Answers to all Potential Proposer questions posted to the Commission website no later than Thursday, May 3, 2012, at http://www.puc.state.pa.us/general/requestforproposal.aspx | Issuing Office | Thursday, May 3, 2012 |
| Please monitor website for all communications regarding the RFP on an ongoing basis.  http://www.puc.state.pa.us/general/requestforproposal.aspx | Potential Proposers | Ongoing |
| Sealed proposal must be received by the Issuing Office at **address indicated in Section I-11 on May 15, 2012 by 3 p.m.** | Proposers | **Tuesday, May 15, 2012**  **3 p.m.** |

REQUEST FOR PROPOSALS

**GAS SAFETY INSPECTION MANAGEMENT SYSTEM**

**(GSIMS)**

**PART I**

**GENERAL INFORMATION FOR THE CONTRACTOR**

**I-1. PURPOSE.** This Request for Proposals (RFP) is intended to provide interested persons with sufficient information to enable them, as prospective contractors, to prepare and submit proposals for consideration by the Pennsylvania Public Utility Commission (Commission or PUC) for development of a new field mobility program that functions as an inspection management and incident reporting system for the Inspection Division’s gas safety team (GSIMS). The system must incorporate approximately 45 standardized forms, which will be available for data entry by gas safety inspectors.

**I-2. ISSUING OFFICE.** This RFP is issued by the Pennsylvania Public Utility Commission (Commission or PUC).

The Issuing Office is the sole point of contact in the Commonwealth of Pennsylvania (Commonwealth) for this RFP (except for Disadvantaged Business or Enterprise Zone matters, in which case, *see* Section I-13 and I-14 for contact information).

The Bureau of Investigation and Enforcement (BI&E) – Gas Safety Division is tasked with overseeing and coordinating the Commission’s review process.

**First Class Mail and Overnight Mailing Address for Issuing Office:**

Pennsylvania Public Utility Commission   
 Bureau of Investigations and Enforcement, Inspection Division  
 Kasha Schreffler, Administrative Officer  
 P.O. Box 3265   
 Harrisburg, PA 17105-3265   
 Phone: 717-787-1063   
 FAX: 717-772-1931

Inquiries may be directed to Kasha Schreffler, or her designee,at phone (717) 787-6382, and email at kashschref@pa.gov.

**I-3. ESTIMATED BUDGET**. The Commission estimates the budget for this Contract as follows for the purpose of aiding in the submission of Proposals; these estimates are not meant to establish cost “minimums” or “maximums.”

Estimated Development Fee and Maintenance Costs: $100,000

These expenses will be entirely reimbursed by U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) grants administered by the Commission.

**I-4. PROBLEM STATEMENT.** The Commission is seeking the development of a new field mobility program that functions as an inspection management and incident reporting system for the Inspection Division’s gas safety team. The system must be able to incorporate approximately 45 standardized forms, which will be available for data entry by gas safety inspectors. *See* Part IV, Work Statement, for a detailed description of the work to be done and the standards according to which the work must be done.

**I-5. TYPE OF CONTRACT.** It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a contract containing the proposed contract Terms and Conditions as shown in the Draft Contract found at Appendix D. This RFP and all exhibits, appendices, addenda, and other attachments thereto, and the Proposal of the Proposer who is awarded the contract and all exhibits, appendices, addenda, and other attachments thereto are incorporated into the contract by reference.

**I-6. REJECTION OF PROPOSALS.** The Commission reserves the right to reject any and all proposals or portions thereof received as a result of this RFP, when it is in the best interest of the Commission. The Issuing Office, in its sole discretion, may undertake negotiations with Proposers whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project. Also, *see* III-5, Potential Conflicts of Interest.

**I-7. INCURRING COSTS.** The Commission is not liable for any costs incurred by Proposers prior to issuance of a Contract. The Proposer shall not begin compensable work until so notified by the Commission's Project Officer.

**I-8. PRE‑PROPOSAL CONFERENCE.** The Issuing Office will hold a Pre‑proposal Conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for the Proposers to ask questions to clarify the RFP. Proposers may also submit written questions prior to the Pre‑proposal Conference in accordance with Part I, Section I-9. Proposers may also ask questions at the Pre-proposal Conference. The Pre‑proposal Conference is for information only. Any verbal responses furnished during the conference will not be binding until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the PUC website at http://www.puc.state.pa.us/general/requestforproposal.aspx by the date stated in the Calendar of Events and will become an addendum to, and shall become part of, this RFP and the Contract. Please submit a request for the teleconference information to the Issuing Officer in accordance with Part I, Section I-9. Attendance at the pre‑proposal conference is not mandatory.

**I-9. QUESTIONS & ANSWERS.** If a Proposer has any questions regarding this RFP, the Proposer may submit the questions by email (with the subject line “RFP-2012-6 GSIMS RFP Question”) to the Issuing Officer no later than the date indicated in the Calendar of Events. Proposers may also ask questions at the Pre-Proposal Conference. The Proposer shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the PUC website by the date stated in the Calendar of Events.

All questions and responses as posted on the PUC website are an addendum to, and part of, this RFP and the Contract and are hereby incorporated herein by reference. Each Proposer shall be responsible to monitor the PUC website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. Questions do not constitute a protest of the RFP. The required protest process for Commonwealth procurements is described on the Department of General Services (“DGS”) website at www.dgs.state.pa.us.

**I-10. ADDENDA TO THE RFP.** If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the PUC website. It is the Proposer’s responsibility to periodically check the PUC website for any new information or addenda to the RFP. Answers to the questions asked during the Question & Answer period also will be posted to the website as an addendum to the RFP.

**I-11. RESPONSE DATE.** To be considered, the proposal or any addendum thereto must arrive at the Issuing Office on or before the time and date specified in the Calendar of Events via the appropriate address listed below.

**U.S. Mail First Class Delivery Address**

Kasha Schreffler, Administrative Officer

Pennsylvania Public Utility Commission

Inspection Division

Bureau of Investigation & Enforcement

P.O. Box 3265

Harrisburg, PA 17105-3265

**Overnight Delivery Service Address**

Kasha Schreffler, Administrative Officer

Pennsylvania Public Utility Commission

Inspection Division

Bureau of Investigation & Enforcement

3rd Floor East, Commonwealth Keystone Building

400 North Street

Harrisburg, PA 17120

Proposers delivering proposals by any form of delivery service should allow for delivery time to insure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be sent is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Proposers. The hour for submission of proposals shall remain the same. **Proposals received after the time and date specified in the Calendar of Events will be rejected, unopened, and not considered regardless of the reason for the late submission.**

**I-12. PROPOSALS.** To be considered, Proposers must submit a complete response to this RFP, using the format provided in Part II. No other distribution of proposals will be made by the Proposer. Proposals must be signed by an official authorized to bind the Proposer to its provision. For this RFP, the proposal must remain valid for at least 120 days. Moreover, except as otherwise noted herein, the contents of the proposal of the selected contractor will become contractual obligations of the contractor if a contract among the Commission, the Contracting Entity, and the successful contractor is entered. Notwithstanding anything herein to the contrary, if the winning Proposal conflicts with the terms and conditions of the fully executed and approved written contract between the Commission, the Contracting Entity, and the successful Proposer, the following order of precedence shall apply: 1. Contract (which includes the RFP); 2. Proposal.

If the Issuing Office selects the Proposer’s proposal for award, the contents of the selected Proposer’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations. The information in the proposal will become a public record upon contract execution.

Each Proposer submitting a proposal specifically waives any right to withdraw or modify it, except that the Proposer may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. A Proposer or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A Proposer may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

The proposal should set forth broadly, but concisely, the work that will be undertaken in response to the requirements in Part IV of this RFP. It should be specifically tailored to the tasks indicated and should be in sufficient depth to afford the Commission a thorough understanding of your work plan.

**I-13. DISADVANTAGED BUSINESS INFORMATION.** The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures, and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors. Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

1. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
2. United States Small Business Administration certified 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than $20 million in gross annual revenues ($25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services

Bureau of Minority & Women Business Opportunities

Room 611, North Office Building

Harrisburg, PA 17125

Phone: (717) 783-3119

FAX: (717) 787-7052

Email: [gs-bmwbo@](mailto:gs-bmwbo@)pa.gov

Website: [www.portal.state.pa.us/portal/server.pt?open=512&objID=1360&mode=2](http://www.portal.state.pa.us/portal/server.pt?open=512&objID=1360&mode=2)

A database of BMWBO-certified minority- and women-owned businesses can be accessed at [www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx](http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx). The federal vendor database can be accessed at [www.ccr.gov](http://www.ccr.gov) by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

**I-14. INFORMATION CONCERNING SMALL BUSINESSES IN ENTERPRISE ZONES.**

The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as Designated Enterprise Zones, as prime contractors, joint ventures, and subcontractors/suppliers.

The definition of headquarters includes but is not limited to an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than $20 million in gross annual revenues ($25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small business located in Designated Enterprise Zones. Information on the location of Designated Enterprise Zones can be obtained by contacting:

Aldona M. Kartorie

Center for Community Building

PA Department of Community and Economic Development

4th Floor Keystone Building

400 North Street

Harrisburg, PA 17120-0225

Phone: (717) 720-7409

Fax: (717) 787-4088

Email: [akartorie@state.pa.us](mailto:akartorie@state.pa.us)

[www.newpa.com/programDetail.aspx?id=76](http://www.newpa.com/programDetail.aspx?id=76)

**I-15. PRIME CONTRACTOR RESPONSIBILITIES.** The prime contractor (Contractor) will be required to assume responsibility for all services offered in its proposal including those of any subcontractors. Further, the Commission will consider the prime contractor to be the sole point of contact with regard to contractual matters.

**I-16. ECONOMY OF PREPARATION.** The proposal should be a straight-forward, concise description of the Proposer’s ability to meet the requirements of the RFP.

**1-17.** **ALTERNATE PROPOSALS.** The Issuing Office has identified the basic approach to meeting its requirements, allowing Proposers to be creative and propose their best solution to meeting these requirements. However, in order to allow for evaluation of the proposals, the Issuing Office will not accept alternate proposals that do not satisfy the stated work requirements.

**I-18. DISCUSSIONS FOR CLARIFICATION.** Proposers who submit a proposal may be required to make an oral or written clarification of their proposal to the Commission’s Evaluation Committee to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. Only the Issuing Office may initiate requests for clarification.

**I-19. 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:

1. Enter into pre-selection negotiations;
2. Schedule oral presentations; and
3. Request revised proposals.

The Issuing Office will limit any discussion to responsible Proposers (those that have submitted responsive proposals and possess the capability to fully perform the contract requirement in all respects and the integrity and reliability to assure good faith performance) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award. The Criteria for Selection found in Part IIIshall also be used to evaluate the best and final offers.

**I-20. EXAMPLES OF PREVIOUS WORK.** Proposers who submit proposals must, as necessary, provide copies of recent previous relevant work products for review by the staff. These work products should be submitted at the same time as the proposal and may be redacted, as necessary, to preserve confidentiality.

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

**I-22. RESTRICTION OF CONTACT.** From the issue date of this RFP until the Commission selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Proposer’s proposal. If the Issuing Office later discovers that the Proposer has engaged in any violations of this condition, the Issuing Office may reject the offending Proposer’s proposal or rescind its contract award. Proposers must agree not to distribute any part of their proposals beyond the Issuing Office. A Proposer who shares information contained in its proposal with other Commonwealth personnel and/or competing Proposer personnel may be disqualified.

**I-23. DISCLOSURE OF PROPOSAL CONTENTS.**

a.   Confidential Information.  The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Proposers’ submissions in order to evaluate proposals submitted in response to this RFP.  Accordingly, except as provided herein, Proposers should not label proposal submissions as confidential or proprietary or trade secret protected.  Any Proposer who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

 b. Commonwealth Use.  All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office’s option.  The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract.  Notwithstanding any Proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

 c.  Public Disclosure.  Public records requests for proposals are governed by and shall be handled in the following manner:

After the award of a contract pursuant to this RFP, all proposal submissions, including information in unsuccessful proposals, are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, et seq.  If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.  Financial capability information submitted in response to Part II of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

Proposers must designate all materials submitted to the Commission that are confidential or proprietary, or contain a trade secret, including financial information submitted to demonstrate the Proposer’s economic capability (confidential information). Confidential information should be submitted in a separate document which is clearly marked as “confidential information” at the top of each page. A public version of such a confidential document (i.e., a redacted version) should be submitted to the extent practicable and clearly marked as “public” at the top of each page. The Commission in its discretion may rely upon Proposers’ designation of such confidential information when responding to public requests for disclosure of information pursuant to the Pennsylvania *Right-to-Know Law*, 65 P.S. § 67.101 *et seq.*

**I-24. 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 if such request is made within seven days after the Proposer is notified of the award of the contract. A request for debriefing will not alter the deadline for filing a Protest. The Issuing Office will schedule the time and location of the debriefing. A Proposer’s exercise of the opportunity to be debriefed does not constitute the filing of a protest.

**I-25. TERM OF CONTRACT.** The contract will commence on the Effective Date, which shall be fixed by the Issuing Office after all approvals required by the Commonwealth contracting procedures have been obtained and the contract has been fully executed by the contractor and by the Commission. The selected Proposer shall not start the performance of any work prior to the Effective Date of the contract and neither the Commission nor any Commission staff shall be liable to pay the selected Proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

The contract will be for a term beginning on the Effective Date and ending on June 30, 2014.

Contractors should submit bids for the entire period from July 1, 2012 (the anticipated effective date of the contract) through June 30, 2014.

**I-26. COMMISSION PARTICIPATION.** A Project Officer will be designated by the Commission to coordinate the activities of the contractor with the Commission to insure satisfactory and timely performance of the contract when awarded. The Commission's Project Officer will be Kasha Schreffler, Administrative Officer, Inspection Division, BI&E. The Project Officer or his/her designate(s) will be the sole source of contact for the Contractor in any discussions with the Commission.

The Commission's staff will take an active part in the Contractor’s work and the Proposer should be prepared to work with Commission Staff throughout the course of the Project. The Commission will rely upon its staff to answer various questions from time to time about the Project. It will be necessary, therefore, that the Commission's staff be closely involved in the work of the Contractor. This will include attending meetings, reviewing analytical procedures, and monitoring the Contractor’s progress as to scope, budget, work plans, time, etc. In any event, it is expected that the individuals assigned to each task area will frequently discuss his/her progress informally and directly with the Commission's Project Officer or his/her designate(s). The Proposer's willingness to work with the Commission’s staff in the described manner is a material obligation of the Contract and should be explicitly stated in the proposal.

**I-27. 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 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, relating to unsworn falsifications to authorities.

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 cover letter to 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. In this regard, the Proposer must complete and execute the Noncollusion Affidavit, attached hereto as Appendix A, and submit it with the Proposer's proposal. **Failure to file a Noncollusion Affidavit with the Proposer's proposal may result in the proposal being disqualified.**

f.To the best knowledge of the person signing the proposal for 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 its 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 Pennsylvania Public Utility Commission information related to the Proposer’s liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers’ compensation liabilities.

k.Until the selected contractor receives a fully executed and approved written contract from the Issuing Office there is no legal and valid contract, in law or in equity, and the contractor should not begin to perform.

**I-28. NOTIFICATION OF SELECTION.** The Issuing Office will notify the selected Proposer of its selection for negotiation after the Commission has considered the Evaluation Committee’s recommendation, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Commission.

**I-29. RFP PROTEST PROCEDURE.** The RFP Protest Procedure is on the DGS website at http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc . A protest by a party who did not submit a proposal must be filed within seven (7) calendar days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than seven (7) days after the proposal submission deadline specified in the RFP Calendar of Events. Proposers who did submit a proposal may file a protest within seven (7) calendar days after the protesting Proposer knew or should have known of the facts giving rise to the protest. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office as provided in Section I-11.

**I-30. USE OF ELECTRONIC VERSIONS OF THE RFP**. This RFP may be made available by electronic means. If a Proposer electronically accepts the RFP, the Proposer acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Proposer’s possession and the Issuing Office’s version of the RFP, the Issuing Office’s version shall govern.

**I-31. PAYMENT.** *See* Draft Contract, Appendix D, Section II.B.

**I-32. CONTRACT REQUIREMENTS – DISADVANTAGED BUSINESS PARTICIPATION AND ENTERPRISE ZONE SMALL BUSINESS PARTICIPATION.**

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors, and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least 50% of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business portion of the joint venture.

The selected contractor’s commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation must be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Project Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Businesses participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the Project Officer of the Issuing Office and BMWBO within ten (10) workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Businesses and/or Enterprise Zone Small Businesses involved in joint ventures. Also, it is a record of fulfillment of the commitment your firm made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating “NO activity in this quarter.”

**NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESS STATUS OR ENTITLE A CONTRACTOR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESS UTILIZATION.**

**I-33.** **MINIMUM QUALIFICATIONS**. Proposers must have at least the following qualifications to be considered for selection:

* Demonstrated organizational, financial, data tracking and reporting abilities that will adequately support the work load and demands associated with the Project.
* Demonstrated sufficient infrastructure, history and experience to handle the required work and manage sub-contractors, if applicable.

**I-34. KEY PERSONNEL.** Contractor agrees to notify the Commission at least 30 days in advance of a change in personnel used by the Contractor to perform Contract work, including changes in personnel at any subcontractors. Commission reserves the right to require Commission approval of changes in the Contractor’s key personnel. Changes in key personnel should also include a transition period of appropriate length to ensure continuity of operations.

**PART II**

# INFORMATION REQUIRED FROM PROPOSERS

Proposer must submit their Proposals in the format, including heading descriptions, outlined below. Prepare consecutively numbered pages with index tabs for each section 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 (1) monetary amounts indicating costs relating to this Proposal and (2) all Disadvantaged Business data should be kept separate from and not included in the Technical Submittal, as indicated below.** In addition to the signed Cover Sheet, each proposal shall consist of three (3) separately sealed submittals. The submittals are as follows:

* 1. **Technical Submittal**, which includes the following: the technical portion of the proposal (10 copies), in response to Sections II-1 through II-6 and II-9 hereof, the Noncollusion Affidavit (1 copy) in response to Section I-28 hereof, and prior work samples (1 copy) in response to Section I-20 hereof;
  2. **Disadvantaged Business Submittal** (2 copies), in response to Sections II-7 hereof (in a separately sealed envelope); and
  3. **Cost Submittal** (2 copies), in response to Sections II-8, II-9, and II-10 hereof (in a separately sealed envelope, separate from the disadvantaged business sealed envelope).

In addition to the paper copies of the technical portion of the proposal, Proposers shall submit one complete and exact copy of the technical proposal on CD-ROM or Flash drive in Adobe pdf or Microsoft Office or Microsoft Office-compatible format.

The Issuing Office reserves the right to request additional information which, in the Issuing Office’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 contract.

The Issuing Office 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 Issuing Office.  The Issuing Office reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Issuing Office that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified.

**Technical Submittal**

**II-1. SECTION 1: STATEMENT OF THE PROBLEM.** State in succinct terms your understanding of the problem presented or services required by this RFP.

**II-2. SECTION 2: MANAGEMENT SUMMARY.** Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

**II-3. SECTION 3: WORK PLAN.** Task descriptions are to be the guide in your technical plan for accomplishing the work. Provide your work plan in terms of the tasks indicated in the scope of work. Your work plan for each task should be in sufficient depth to afford the Commission a thorough understanding of your work plan for that task. You may group individual tasks into larger groups of tasks in each Phase as long as it is clear which tasks are being grouped together. The work plan should list the employees and their anticipated work hours for each task or group of tasks, but **not include their billable rate, as cost information is to be provided separately** (*See* II-8). Please pay particular attention to indicating the leadership/project management staff, and ensure that adequate project management staff is provided.

**II-4. SECTION 4: PRIOR EXPERIENCE.** Submit a statement of similar work conducted by the Proposer. Work completed in the previous five years will carry greater weight than older work. This would also apply to any subcontractors. Prior work experience should be similar work done by individuals who will be assigned to this project and/or similar projects completed by your firm. Projects referred to should be identified and the name of the client shown, including the name, address, email and phone number of the responsible official of the client, company or agency who may be contacted. Copies of prior work reports and deliverables may be also submitted.

**II-5. SECTION 5: PERSONNEL.** Include the names of all personnel, including personnel employed by any subcontractors, – executive, professional, management analysts, systems analysts, auditors, staff consultants, subcontractors, etc., - that will be engaged in the work and the services they will perform. Please pay particular attention to indicating the leadership/project management staff, and ensure that adequate project management staff is provided. You must include a resume indicating their education and specific experience/role(s) in performing similar work (especially work relating to electric utilities). In addition, leadership personnel employed by the "finalist" shall be subject to personal interviews by Commission staff, if requested. These interviews would be conducted at the Commission offices in Harrisburg prior to the final selection of a contractor.

**II-6. SECTION 6: STATEMENT OF POTENTIAL CONFLICTS OF INTEREST.**The Proposer shall identify any relationships between itself or its employees and the Commission and its employees. This would include any work currently being performed by the Proposer or any work performed by the Proposer during the past five years related to the Commission. If there have been no such relationships, a statement to that effect is to be included in the proposal. (*See also* III-5.)

**Disadvantaged Business Submittal**

**II-7. DISADVANTAGED BUSINESS INFORMATION.**

Disadvantaged Businesses are encouraged to participate as prime Proposers or subcontractors.

1. **Disadvantaged Business Information:**
   1. To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), an Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:
2. A Small Disadvantaged Business certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.
3. Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the *Small Business Act* (15 U.S.C. § 636(a)) as an 8(a) small disadvantaged business must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
4. All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a), must attest to the fact that the business has 100 or fewer employees.
5. All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a), must submit proof that their gross annual revenues are less than $20,000,000 ($25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
   1. All companies claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin, or gender. The submitted evidence of prejudice or bias must:
6. Be rooted in treatment which the business person has experienced in American society, not in other countries.
7. Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
8. Indicate that the business person’s experience with the racial or ethnic prejudice or cultural bias has negatively impacted on his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the contractor has established that a business is socially disadvantaged by clear and convincing evidence.

1. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
2. Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
3. Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
   1. The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
   2. A copy of the joint venture agreement signed by all parties.
   3. The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.
4. **All** Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:
   1. The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
   2. The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
   3. The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
   4. The location where each Small Disadvantaged Business will perform services.
   5. The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
   6. A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
   7. The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
5. The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
6. The name and telephone number of the Offeror’s project (contact) person for the Small Disadvantaged Business information.
7. The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
8. A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
9. An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.
10. **Enterprise Zone Small Business Participation.**
    1. To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
11. Proof of the location of the business’ headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
12. Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
13. Proof of United States citizenship of the owners of the business.
14. Certification that the business employs 100 or fewer employees.
15. Proof that the business’ gross annual revenues are less than $20,000,000 ($25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
16. Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
    1. In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
17. The name and telephone number of the Offeror’s project (contact) person for the Enterprise Zone Small Business.
18. The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
19. The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
20. The total cost amount submitted in the Offeror’s cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.
21. Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
22. The location where each Enterprise Zone Small Business will perform these services.
23. The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
24. The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
25. The form and amount of compensation each Enterprise Zone Small Business will receive.
26. For a joint venture agreement, a copy of the agreement, signed by all parties.
27. For a subcontract, a signed subcontract or letter of intent.
    1. The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
28. The amount of the selected Offeror’s Enterprise Zone Small Business commitment;
29. The name of each Enterprise Zone Small Business; and
30. The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

**Cost Submittal**

**II-8. COST AND PRICE ANALYSIS.** Cost Summary. The overall cost for the entire contract must be separately provided. Then provide the total costs for each task or group of tasks:

* Direct Labor Costs. List of all employees who will be assigned to work on the project by indicating their hours and billable rate. Itemize to show the following for each category of personnel with a different hourly rate:

Category (e.g., partner, project manager, analyst, senior auditor)

Estimated hours.

Rate per hour.

Total cost for each category and for all direct labor costs

* Travel and Subsistence Costs. Itemize transportation, lodging and meals per diem costs separately. Travel and subsistence costs must conform to the requirements of the most current version of Commonwealth Management Directive 230.10, *Travel and Subsistence Allowances*. Your firm’s standard practices for employee travel expenses such as meals, entertainment, transportation, and lodging must also be provided.
* Consultant Costs**.** Itemize as indicated above.
* Subcontract Costs**.** Itemize as indicated above.
* Cost of Supplies and Materials**.** Itemize.
* Other Direct Costs**.** Itemize.
* General Overhead Costs. Overhead includes two major categories of cost: operations overhead and general and administrative overhead. Operations overhead includes costs that are not 100% attributable to the service being completed, but are generally associated with the recurring management or support of the service. General and administrative overhead includes salaries, profits, equipment and other costs related to headquarters management external to the service, but in support of the activity being completed. Specify what specific items are included and the rates used.

**This portion of the proposal shall be clearly identified as the Cost Proposal and two (2) copies sealed in an envelope, separate from the remainder of the proposal.** Please refer to Section I-23 regarding confidential information. Proposers should direct in writing to the Issuing Office pursuant to Part I, Section I-9,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.

**II-9. FINANCIAL REVIEW.** The contractor and all subcontractors must each provide proof of financial capability to undertake and successfully perform the project. Therefore, to satisfy this requirement, the proposer shall submit a balance sheet that is marked “confidential” that reflects the proposer’s assets and liabilities for the most recent calendar year or the most recent fiscal year. If these documents are not available, please explain why not. Alternatively, new entities may submit a parent's balance sheet as a substitute for historical information on the newly formed subsidiary, coupled with a commitment from the parent to support the subsidiary’s endeavors pursuant to the RFP and resulting contract.

**II-10. TIME ESTIMATES.** Regarding time estimates for staff, for each task or group of tasks in the Work Plan, indicate the number of direct staff hours for each employee assigned which is required for completion. Include a Project Schedule chart or spreadsheet, showing the direct staff hours for each monthly period for each task or group of tasks in the Work Plan. In addition, provide a schedule indicating the estimated staff hours each individual (project management or lead personnel, professional support personnel, and administrative support personnel) will spend on indirect support for the various tasks or groups of tasks. **Note that the schedule of estimated staff hours each individual will spend on the various task areas must be included in the Technical Submittal as well as in the separately bound Cost Submittal. The difference is that the Cost Submittal will include the monetary costs of the staff hours, and the Technical Submittal will only list hours without any indication of the costs related to those hours.**

**PART III**

**CRITERIA FOR SELECTION**

**III-1. MANDATORY RESPONSIVENESS REQUIREMENTS.** To be eligible for selection, a proposal must be:

* 1. Timely received from a Proposer;
  2. Properly signed by the Proposer; and
  3. Formatted such that all cost data relating to this proposal and all Disadvantaged Business Cost data is kept separate from and not included in the Technical submittal.

**III-2. TECHNICAL NONCONFORMING PROPOSALS.** The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a Proposer’s proposal.

**III-3. EVALUATION.** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, the BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The committee's selection shall be subject to the approval of the Commission. The Commission reserves the right to exercise discretion in selecting the qualified bidder that best meets the RFP requirements and the needs of the Commission. The Issuing Office will notify the selected Proposer in writing of the Commission’s selection for negotiation the responsible Proposer whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Commission after taking into consideration all of the evaluation factors. The Commission will award a contract only to a Proposer determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, *Contractor Responsibility Program*.

**III-4. CRITERIA FOR SELECTION.** The following criteria will be used in evaluating each proposal. In order for a proposal to be considered for selection for best and final offers or selection for contract negotiations, the total score for the technical submittal of the proposal must be greater than or equal to 70% of the **available technical points**.

* 1. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **50 %** of the total points. Evaluation will be based upon the following in order of importance:

**A. WORK PLAN.** Emphasis here is on the soundness of approach and reasonableness of the time allowances proposed. Evaluated under this criterion will be the soundness of the Proposer’s approach to providing GSIMS, the sequence and relationships of major work steps, and methods of managing the work. Also considered in this category will be the Proposer's compliance with specific RFP requirements as well as its understanding of the Commission's work involved, and the need for project management controls.

The Offeror's work plan will be of principal consideration. Within this category, the Commission will consider the Proposer's understanding of providing GSIMS, the Proposer’s probable success in discharging the duties of providing GSIMS, and the Proposer's prior experience providing GSIMS (if any). The Commission will also consider the quality of each person expected to work, as well as the number of hours each person is expected to work, and on what specific tasks.

**B. PROFESSIONAL PERSONNEL AND INFRASTRUCTURE.** This refers to the competence and appropriate assignment of the project management or lead personnel, professional support personnel, and technical support staff. Qualifications of personnel will be measured by education and experience, with particular reference to experience on projects similar to that described in the RFP. Infrastructure will be measured by the Proposer’s organizational, financial, and physical assets and whether these will adequately support the work load and demands associated with the Project.

**C. PRIOR WORK.** The Commission believes that prior experience will be important to performing the work. Prior work will be evaluated to judge the ability of the Proposer to meet the terms of the RFP. Prior work submittals by the Proposer will be used to judge the quality and relevancy of prior projects completed by the Proposer.

* 1. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **30 %** of the total points.
  2. **Disadvantaged Business Participation:** BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20 %** of the total points. Evaluation will be based upon the following in order of priority:

**Priority Rank 1** Proposals submitted by Small Disadvantaged Businesses.

**Priority Rank 2** Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.

**Priority Rank 3** Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.

**Priority Rank 4** Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than 40% of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than 40% of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

* 1. **Enterprise Zone Small Business Participation:**

In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion is **3%** of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

**Priority Rank 1** Proposals submitted by an Enterprise Zone Small Business will receive the highest score.

**Priority Rank 2** Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive the next highest score for this criterion.

**Priority Rank 3** Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the lowest score for this criterion.

**Priority Rank 4** Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than 40% of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

**III-5. POTENTIAL CONFLICTS OF INTEREST.** The Issuing Office will determine, on a case-by-case basis whether an actual or potential conflict of interest exists with the Proposer that bars the Proposer’s proposal from consideration. (*See also* II-6.)

**PART IV**

**WORK STATEMENT**

**OPERATIONAL, TECHNICAL, AND FUNCTIONAL STANDARDS**

**IV-1. GENERAL OBJECTIVES**

a. The Bureau of Investigation & Enforcement requires the development of a new field mobility program that functions as an inspection management and incident reporting system for the Inspection Division’s gas safety team. The system must incorporate approximately 45 standardized forms, which will be available for data entry by gas safety inspectors. The forms will contain multiple fields that can be cross-populated between forms, and utility and inspection data will be organized into a system of categories and sub-menus, as specified by the Gas Safety Manager. These forms are available on the Commission website, in the gas safety section of the website at [www.puc.state.pa.us](http://www.puc.state.pa.us). Utilization of database synchronization technology is necessary to ensure the availability of information to inspectors during field investigations, and inspectors must be able to access and enter data into applicable forms and create reports while they are on-site in rural and remote locations. The system must possess the data retrieval capabilities to compile diverse volumes of information into comprehensive reports to be used for various purposes, including risk assessments, caseload analyses, and federal audit reporting.

b. The system must support multiple hardware platforms and integrate with .net programming. Data entered into the system will be password protected, and though the selected vendor will host the servers that store and back up all program related information, the Public Utility Commission will retain ownership of all data entered by the gas safety team. The Commission will also establish a maintenance contract with the vendor, who must apply regular updates to the system to maintain compliance with federal requirements. The vendor will perform reparations and updates on a pre-determined schedule or on an as-needed basis.

**IV-2. COPYRIGHT**

All data, models, reports, information, databases, developed software, database search queries, software instructions or templates, and any other documentation or software created, utilized, or received by the Contractor or its employees or any subcontractors or their employees during this Project shall become the property of the Commission. The Contractor is working for hire by the Commission, and the Contractor and its employees or agents and any subcontractors and their employees or agents expressly agree that any copyrights or other intellectual property created by the Contractor or its employees or agents or any subcontractors or their employees and agents during the course of its work on this Project shall be property of the Commission. Contractor agrees to obtain such copyrights and other intellectual property rights from its employees and any subcontractors or their employees to effectuate Commission’s ownership of such rights. Contractor shall have a non-exclusive, restricted license from the Commission to use any such copyrights or other intellectual property created by the Contractor and its employees or agents and any subcontractors and their employees or agents during the course of their employment by the Commission for this Project.

**IV-3. ONGOING OBLIGATIONS.** Data, records, and other materials collected or created by the Contractor for this Project is property of the Commission. Information must be maintained in a manner to enable access for at least seven years from date of creation of the data, record or other materials. Prior to destruction of such materials, the Contractor must notify the Commission to allow the Commission to take custody of such materials, if it so chooses.

**IV-4. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation.**

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor’s commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor’s Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating “No activity in this quarter.”

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

**INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT**

1. This Noncollusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S. § 4507, governmental agencies may require Noncollusion Affidavits to be submitted with bids.

2. This Noncollusion Affidavit must be executed by the member, officer or employee of the proposer who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.

**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: S.S.

I state that I am **\_\_\_\_\_\_\_\_(Title)\_\_\_\_\_\_\_\_\_\_\_** of **\_\_\_\_\_\_\_\_\_(Name of Firm)\_\_\_\_\_\_\_\_\_** and that

I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

**(1)** The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

**(2)** Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before bid opening.

**(3)** No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

**(4)** The bid of my firm 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 bid.

**(5)** **\_\_\_\_\_\_(Name of Firm)\_\_\_\_\_\_\_\_\_**, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 on any public contract, except as follows:

I state that **\_\_\_\_\_\_(Name of Firm)\_\_\_\_\_\_** understands and acknowledges that the above representations are material and important, and will be relied on by the **\_Pennsylvania Public Utility Commission\_** in awarding the contract(s)/purchase order(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Purchasing Agency of the true facts relating to the submission of this bid.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signatory’s Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signatory’s Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_\_\_ DAY

OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROPOSAL COVER SHEET**

**GAS SAFETY INSPECTION MANAGEMENT SYSTEM (GSIMS)**

**COMMONWEALTH OF PENNSYLVANIA**

**Pennsylvania Public Utility Commission**

**Bureau of Investigation and Enforcement**

**RFP-2012-6**

**Enclosed in one package are three separately sealed submittals that constitute the proposal of the Proposer identified below for the above-referenced RFP:**

|  |  |
| --- | --- |
| **Proposer Information:** | |
| Proposer Name |  |
| Proposer Mailing Address |  |
| Proposer Website |  |
| Proposer Contact Person |  |
| Contact Person’s Phone |  |
| Contact Person’s Fax |  |
| Contact Person’s E-Mail |  |
| Proposer Federal ID Number |  |

|  |  |
| --- | --- |
| **Submittals Enclosed and Separately Sealed:** | |
|  | Technical Submittal |
|  | Disadvantaged Business Submittal |
|  | Cost Submittal |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | **Signature** | | | Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer’s proposal: |  | | Printed Name |  | | Title |  | | Date |  | | |

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSER’S PROPOSAL

**RFP TRANSMITTAL LETTER**

**GAS SAFETY INSPECTION MANAGEMENT SYSTEM (GSIMS)**

**COMMONWEALTH OF PENNSYLVANIA**

**Pennsylvania Public Utility Commission**

**Bureau of Investigation and Enforcement**

**Gas Safety Division**

**RFP-2012-6**

**\_\_\_\_\_\_\_\_**

# [Company Name]

**[Address]**

**[City, State Postal Code]**

Dear Mr./Ms. **[Contact]:**

You are invited to submit a proposal for the Gas Safety Management System Request for Proposal, in accordance with the enclosed request for proposal.

All proposals must be submitted to the address stated in Section I-11 of the RFP no later than 3 p.m., Tuesday, May 15, 2012, as stated in the Calendar of Events. Late proposals will not be considered regardless of the reason.

All questions should be submitted by email (with subject line “RFP-2012-6 Gas Safety Inspection Management System RFP Question”) to Kasha Schreffler at kashschref@pa.gov no later than Monday, April 23, 2012, as stated in the Calendar of Events**.** All Proposers will be provided with written answers to questions asked by any Proposer by Thursday, May 3, 2012, as stated in the Calendar of Events.

In addition, a pre‑proposal conference will be held on Thursday, April 26, 2012 at 1:30 p.m. in Hearing Room 5, Commonwealth Keystone Building, 400 North St., Harrisburg PA 17120. Questions may also be submitted at the pre-proposal conference, which will also be answered by Thursday, May 3, 2012. Attendance at the pre-proposal conference is not mandatory.

Sincerely,

Kasha Schreffler, Administrative Officer

Inspection Division

Bureau of Investigation and Enforcement

Issuing Officer/Project Officer

Enclosure: Request for Proposal

CONTRACT

**GAS SAFETY INSPECTION MANAGEMENT SYSTEM (GSIMS)**

**COMMONWEALTH OF PENNSYLVANIA**

**Pennsylvania Public Utility Commission**

**Bureau of Investigation and Enforcement**

**Gas Safety Division**

**RFP-2012-6**

**\_\_Date\_\_**

This Contract is entered into by **\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Contractor”) and the **Pennsylvania Public Utility Commission** (“Commission”) (collectively, the “Parties”).

**I. Covenants of the Parties**

The parties to this Contract agree and promise that:

A. Subject in all respects to the terms and conditions of this Contract and to the duties and limitations contained in the statutory and common law of the Commonwealth of Pennsylvania, the Contractor shall provide a gas safety inspection management system (GSIMS) for the Commission. The duties of the Contractor shall be completed as outlined in and in accordance with the promises, warranties and representations contained in the Contractor’s Proposal (“Proposal”) and the Request For Proposals (“RFP”). The RFP and all exhibits, appendices, addenda, and other attachments thereto, and the Contractor’s Proposal and all exhibits, appendices, addenda, and other attachments thereto are hereby incorporated into this Contract by reference.

B. The Commission by its agent, the Project Officer and other designated staff, as described in Section II.A below, shall have the right and opportunity to participate actively in the activities of the Contractor and to this end shall have immediate access to all data, models, and other materials or information provided to the Contractor except that the Contractor may withhold such data, models, materials, or information to which the Commission does not otherwise have a right of access or inspection. The Commission shall be advised if any data, models, materials, or information is being so designated and may contest such designation.

**II. Party Representatives and Payment**

A. Project Officer and Party Representatives

1. The Commission has designated Kasha Schreffler, 3rd Floor East, Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17105, phone number (717) 787-6382, email at kashschref@pa.gov (and/or her designated alternative) as its staff contact (“Project Officer”) and has authorized her to act on behalf of the Commission under this Contract. The Project Officer may appoint members of the Commission staff or its designees to represent her as appropriate.

2. The Contractor has designated **\_\_\_\_\_\_\_\_\_\_\_\_\_,** telephone number \_\_\_\_\_\_\_\_\_\_\_, and email \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as its staff contact (“Contractor Representative”) and has authorized him/her to act as the lead contact on behalf of the Contractor under this Contract.

4. The Project Officer shall have primary responsibility and authority on behalf of the Commission to administer this contract and to agree upon procedures for coordinating the efforts of the Contractor.

5. The parties agree to communicate fully with each other through the designated representatives and to keep each other informed of all pertinent matters and developments relating to the Project.

6. The Contractor shall provide the Project Officer with reasonable notice of and opportunity to attend all high-level planning meetings.

7. The Commission and the Contractor will provide an atmosphere conducive to the free flow of information between the Parties.

B. Expenses and Payment

1. Contractor will invoice monthly for performed services. Commission will review invoices and pay approved expenses within thirty days. To the extent that any changes as a result of contract negotiations affect the cost of performing the contract, adjustments to the compensation described in the proposal will be negotiated with the selected contractor.

The Project Officer shall have the right and opportunity to approve, in whole or in part, each invoice. The basis for the Project Officer’s approval shall be a finding that the expenses are reasonable, necessary and correct and billed in accordance with the provisions of this Contract. Such approval or payment may be withheld if the following items are not included in the invoice:

a) A list of the individuals, by name, who have worked during the invoice period;

b) A list of the monthly and annual reports prepared during the invoice period;

c) A list of any other work done during the invoice period;

d) A listing by category of materials and supplies purchased during the invoice period;

1. A list of transportation lodging, and meal expenses by each individual incurring such costs during the invoice period and the basis for calculating such costs; and
2. The specific dates when services were rendered.

3. The approval of the Project Officer may also be withheld as to any costs that are not just, reasonable, or in conformity with costs in the Proposal.

4. The total amount paid the Contractor under this Contract shall not exceed the following amounts or as otherwise specified in the Request for Proposal and the Contract, unless the Commission’s Project Officer approves additional expenditures in writing.

Total Contract Price: $ XXXXXX

5. No expenditures will be reimbursed if they were incurred before the effective date of this contract.

6. All charges for services and other costs charged by the Contractor are subject to review at any time by the Commission.

**III. Other Rights of Parties**

A. Commission's Right to Disapprove Expenditures

The Commission shall have the right to approve or disapprove invoice expenditures and may adjust payment to the Contractor for the amount of any disapproved expenditure. The Contractor will not be paid for any cost incurred for services not in compliance with the terms of this contract. The Commission will provide in writing within thirty days of invoice receipt an explanation of any invoiced costs that are disallowed by the Commission.

B. Commission's Right to Make Amendments and Changes to Contract

Subject to the terms and conditions of this Contract and to the statutory and common law of the Commonwealth of Pennsylvania, the Commission shall have the right to make changes in the Statement of Work in the Proposal with the concurrence and written agreement of the Contractor, provided that any such changes are within the general scope of the Statement of Work, that payment for work performed under such changes shall be made pursuant to the Proposal, and that the total cost of this contract is not exceeded.

C. Confidentiality

1. The parties recognize that it will be necessary for the Contractor to review certain confidential and proprietary information. Accordingly, the Contractor and the Commission have executed a Nondisclosure Agreement attached hereto as Exhibit 1, which is hereby incorporated into this Contract by reference.

2. The executed Contract, which includes the Contractor’s Proposal, may be released by the Commission, subject to confidentiality restrictions.

3. If the release is to the media, the Commission agrees to inform the Contractor prior to such release and to provide an advance copy of the release to the Contractor.

4. No release of any information concerning the Project other than the existence and nature of the Contractor may be made by the Contractor without the prior written approval of the Commission’s Project Officer or his/her designee.

D. Termination

The Commission reserves the right to terminate this Contract with thirty (30) days’ notice to the Contractor if the Contractor's performance is, in the sole view of the Commission, unsatisfactory and not in keeping with the Proposal and the RFP, and/or for any material breach of the terms contained herein. The Commission shall pay the Contractor for approved work completed until the date of contract termination. The Commission and the Contractor will consult and the Commission will determine what work should be carried out between the time the notice of termination is given and the termination date of the Contract.

In the event of a material breach of the Contract terms, the Project Officer shall inform the Contractor’s Representative of the breach. The Contractor shall have twenty days in which to cure the breach to the satisfaction of the Commission. This provision shall not be construed as a limitation on remedies by the Commission or the Contracting Entity for breach of this Contract by the Contractor.

**IV. Other Agreements by the Parties**

A. Non-Discrimination Clause

During the term of this contract, as it affects any individual employed under this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any applicant for employment, any independent contractor, any socially/economically restricted business, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or disability.

2. The Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated fairly during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, or disability. Such affirmative action shall include, but is not limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training.

B. Status of Contractor

The parties hereto agree that the Contractor and any agents and employees of the Contractor shall act, in the performance of this Contract, in an independent capacity and not as officers, employees or agents of the Commission.

C. Interest of Contractor

The Contractor warrants that it presently has no interest and promises that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor agrees that in the performance of this Contract, it shall not knowingly employ any person having such interest. The Contractor further certifies that no member of the board of the Contractor or any of its officers or directors have such an adverse interest. Contractor personnel who perform the services are employees of the Contractor (or its subcontractors) and the Contractor will be solely responsible for payment of compensation to such persons. The Contractor agrees to indemnify, defend, and hold harmless the Commission for any claim asserted against the Commission alleging that the Commission is an employer, co-employer or joint employer of any Contractor personnel. The Contractor will assume full responsibility for payment of all federal, state, provincial and local taxes, withholding or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons. Should the Commission be required to pay any amount to a governmental agency for failure of the Contractor to withhold any amount as may be required by law, the Contractor agrees to indemnify, defend and hold harmless the Commission for any amount so paid, including interest, penalties and fines. The Contractor is not an agent of the Commission and has no authority to represent the Commission as to any matters, except as expressly authorized in this Contract.

D. Disputes

All questions arising respecting any matter pertaining to this Contract or any part thereof or any breach of contract arising thereunder shall be referred to the Project Officer. Any dispute, which cannot be settled by negotiations after submission to the Project Officer, shall then be submitted to the Commission for resolution. The provisions of this paragraph shall not be construed to limit the remedies of the Commission or the Contractor for breach of this Contract, nor shall it limit the Commission or the Contractor’s rights to appeal to the Commonwealth Court after resolution by the Commission. This provision shall not be construed as an arbitration provision that provides the Commission with arbitration powers.

E. Conflicts between the Contract, the RFP, and the Proposal

Whenever a provision of the Proposal conflicts with the Contract or the RFP, the provisions of the Contract and the RFP (which includes the Commission responses to questions from bidders) will prevail over the Proposal. Whenever a provision of the Contract conflicts with RFP, the provisions of the Contract will prevail over the RFP.

F. Integration Clause

This Contract, and all exhibits, appendices, addenda, and other attachments thereto, constitutes the entire agreement among the parties, subject to the provisions of paragraph G “Amendments" below. No other agreements, whether oral or written, or outside conditions, warranties, or understandings regarding the subject matter of this Contract shall be deemed to exist for purposes of interpreting this Contract, nor shall any such agreements be enforceable against the Commission or the Contractor.

G. Amendments

No amendment or modification changing the scope or terms of this Contract shall have any force or effect unless it is in writing and signed by all parties except as provided in this Contract.

H. Applicable Law

This Contract shall be interpreted, construed, and governed by the laws of the Commonwealth of Pennsylvania. Contractor expressly submits to the personal and subject matter jurisdiction of the Courts of the Commonwealth of Pennsylvania.

I. Assignment and Delegation

Neither this Contract nor any of its benefits or duties may be assigned or delegated by subcontract or otherwise, except for those subcontracts specifically identified by this Proposal, without prior written approval by the Commission. Any subcontract shall contain all of the provisions of this Contract.

J. Severability

If any provision of this Contract is invalid, the remainder of the Contract shall not be affected thereby if the essential terms and conditions of the Contract remain valid, legal and enforceable.

J.2 Force Majeure

The Contractor is not liable for failure to perform the Contractor’s obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, tornado, hurricane or other natural disaster), war, invasion act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or prolonged failure of electricity. If the suspension of performance continues for a period of more than three months as a result of a Force Majeure Event, the Commission or the Contractor is entitled to terminate this Contract by giving thirty-day notice to the other party pursuant to the notice provisions of this Contract.

K. Non-Waiver

No provision of this Contract can be waived by any party unless made in writing and signed by the party against whom waiver is sought; nor shall the failure by any party to, at any time or on multiple occasions, require performance of any provision hereof be construed as a waiver of future enforcement thereof; nor shall waiver by any party of any breach hereof be construed as a waiver of any future breach.

L. Time of the Essence

Time is of the essence in this Contract and any failure to perform any of the terms hereof in the time and manner specified shall be deemed a material breach of this contract.

M. Effective Date and Term of Contract

The contract will commence on the Effective Date, which shall be fixed by the Issuing Office after all approvals required by the Commonwealth contracting procedures have been obtained and the contract has been fully executed by the contractor and by the Commission. The selected Proposer shall not start the performance of any work prior to the Effective Date of the contract and neither the Commission nor any Commission staff shall be liable to pay the selected Proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

The contract will be for a term beginning on the Effective Date and ending on June 30, 2014.

N. Insurance

During the performance of the work covered by this Contract, the Contractor shall maintain the following minimum insurance coverage at no additional cost to the Commission:

1. Workers’ Compensation Insurance as required by law.

2. Employer's Liability Insurance (bodily injury) of $1,000,000 per accident, and Employer's Liability Insurance (occupational diseases) of $1,000,000 per person and $2,000,000 in the general aggregate.

3. Comprehensive General Liability Insurance of $1,000,000 each person; $1,000,000 each occurrence for bodily injuries; and $1,000,000 for property damage.

4. Comprehensive Automobile Liability Insurance covering all owned and hired vehicles of $1,000,000 each person, $1,000,000 each accident for bodily injuries, and $1,000,000 each accident for property damage.

The insurance called for above is subject to the normal limitations and exclusions applying to each type of insurance; provided, however, that first dollar coverage shall be provided for each type. The Commission (listed by name) will be named as an additional insured on the policies referred to in 2, 3, and 4 above and such insurance shall be endorsed to require the insurer to furnish the Commission within ten (10) days written notice prior to the effective date of any cancellation of insurance.

The Contractor shall furnish the Commission with certificates or other documentary evidence showing that the insurance to be carried by the Contractor in accordance with this paragraph has been arranged.

O. Indemnity

The Contractor agrees and undertakes to indemnify, defend, and hold harmless the Commission and its agents, employees, and subcontractors against all liabilities, claims, damages, causes of action, judgments, costs and expenses, including reasonable attorneys’ fees, in any way relating to or arising out of any action or operation of the Contractor, or its agents, employees, or subcontractors under this Contract, including but not limited to personal injury or property damage, including but not limited to injury or damage to the person or property of the Commission or the Contractor, or their respective agents, employees, or subcontractors, and shall, at the request of the Commission, defend any and all actions brought against the Commission and its agents, employees, and subcontractors based upon any such claims or demands. The Contractor expressly waives use of the “statutory employer” defenses provided in the Pennsylvania Worker’s Compensation Act found generally at 77 P.S. § 481(a) and (b) and 77 P.S. § 52 with regard to this indemnity.

P.  **LIMITATION OF LIABILITY**

IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL ANY PARTY OR THEIR RESPECTIVE AGENTS AND EMPLOYEES OR SUBCONTRACTORS, BE LIABLE TO ANY OTHER PARTY OR THEIR RESPECTIVE AGENTS AND EMPLOYEES OR SUBCONTRACTORS, FOR SPECIAL INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE OR COST OF CAPITAL.

Q. Final Report Copies

Not applicable.

R. Immunity

Nothing contained in this Contract shall be construed as a waiver of the immunity of the Commonwealth or the Commission against suit.

S. Jurisdiction

It is understood and agreed that actions undertaken by the Contractor shall be limited to matters within the jurisdiction of the Commission.

T. Gratuities

The Contractor, on behalf of itself and its employees, agents, and subcontractors, warrants that no gratuity, payment, gift, service or other item of value has been or will be knowingly offered to any Commission employees or to any family member or designee, associate or agent of any Commission employee. The tendering of any such gratuity, payment, gift, service or item of value to such persons is an act of default and shall give rise to an immediate right of termination by the Commission of this Contract. In addition, the Contractor will be liable to the Commission for any damages, direct, indirect or consequential, as a result of the tendering of any such gratuity, payment, gift, service or item of value to such persons, whether such action is knowingly caused by the Contractor, its employees, agents or subcontractors.

U. Employees, Background Checks, Substance Abuse

1. Contractor shall employ for the work only persons known to it to be experienced, qualified, reliable, and trustworthy. At the request of the Project Officer, the credentials of any of Contractor’s employees assigned to perform the work shall be submitted to the Project Officer in advance of such assignment. During the performance of the work, Commission staff may object to any Contractor’s employee, who, in their opinion, does not meet these criteria. In such case, Contractor shall at its expense and risk, immediately replace and remove such employee and promptly advise the Commission’s Project Officer.

2. Background checks. Contractor shall make reasonable efforts to ensure that Contractor’s employees assigned to work on this Project do not have criminal records and are not involved in criminal activity which could create a risk of fraud/embezzlement and/or a risk to the Commission’s property and employees.

Contractor will obtain criminal background checks for all employees, including but not limited to employees of all subcontractors, for this Project who will visit or otherwise have physical contact with the public or the premises or property of the public prior to such employee performing work on the Project. Criminal background checks will be checked at least every year for such employees. Contractor will maintain up to date records evidencing such criminal background checks.

Upon actual knowledge of a criminal record or involvement in a potentially criminal activity, including but not limited to threats, harassment, or other abuse, Contractor shall immediately remove any such employee or employees from the work and immediately contact the Project Officer to inform them of the circumstances. Commission staff may, at any time, request Contractor to verify that an employee or employees do not possess a criminal record.

a. Contractor shall provide certification for each of the Contractor’s employees who are authorized as part of the work to have electronic or unescorted physical access to critical cyber assets (as the same are identified from time to time), that such employee (i) has submitted to a Background Check within the past seven years whereby no evidence of a criminal record or criminal activity was discovered; (ii) is subject to a seven-year cycle re-check of the Background Check; and (iii) has received the Contractor-sponsored security awareness training or will receive such training prior to accessing critical cyber assets. These requirements are subject to audit by Commission staff.

3. Substance Abuse. Contractor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor’s employees undertaking work will not be under the influence, purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. Upon actual knowledge of such activity or any such potential activity, Contractor shall immediately remove any such employee or employees from the work and immediately contact the Project Officer to inform them of the circumstances.

V. Nondiscrimination/Sexual Harassment Clause

Pursuant to Management Directive 215.16 Amended, the Contractor agrees:

1.In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2.Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3.The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4.The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.

5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the “Initial Contract Compliance Data” form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the “Monthly Contract Compliance Report for Construction Contractors”, each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.

6.The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7.The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

W. Contractor Integrity Provisions

Pursuant to Managerial Directive 215.8 Amended, the Contractor agrees:

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

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 with the Commonwealth.

2.Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

3.Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in 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*.; and the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq*., or to breach any other state or federal law or regulation.

4.Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5.Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

6.Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7.Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8.Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth 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.

9.Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

a.Approved in writing by the Commonwealth prior to its disclosure; or

b.Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

c.Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

d.Necessary for purposes of Contractor’s internal assessment and review; or

e.Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or

f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

g.Otherwise required by law.

10.Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

a.Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b.Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

(1)obtaining;

(2)attempting to obtain; or

(3)performing a public contract or subcontract.

Contractor’s acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

c.Violation of federal or state antitrust statutes.

d.Violation of any federal or state law regulating campaign contributions.

e.Violation of any federal or state environmental law.

f.Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

g.Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers’ Compensation Act,* 77 P.S. 1 *et seq*.

h.Violation of any federal or state law prohibiting discrimination in employment.

i.Debarment by any agency or department of the federal government or by any other state.

j.Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11.If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section* 1641of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

a.Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars ($1,000) by any individual during the preceding year; or

b.Any employee or members of his immediate family whose political contribution exceeded one thousand dollars ($1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12.Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq*., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor’s behalf, no matter the procurement stage, are not exempt and must be reported.

13.When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor’s Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14.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.

15.Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General 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 refers to or concern this contract.

16.For violation of any of these Contractor Integrity Provisions, the Commonwealth 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 Commonwealth may have under law, statute, regulation, or otherwise.

17.For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a.“Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

b. **“**Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. **“**Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d.“Financial interest” means:

(1)Ownership of more than a five percent interest in any business; or

(2)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 more than nominal 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. The exceptions set forth in the *Governor’s Code of Conduct, Executive Order 1980-18*, the *4 Pa. Code §7.153(b)*, shall apply.

f.“Immediate family” means a spouse and any unemancipated child.

g.“Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h.“Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

**IN WITNESS THEREOF**, intending to be legally bound, the Contractor and the Commission have caused this Contract to be approved and executed under their signatures with a duplicate copy being provided to each of the parties.

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Contractor Date

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Robert C. Gramola Date

Director of Administration

Pennsylvania Public Utility Commission

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Bohdan R. Pankiw Date

Chief Counsel

Pennsylvania Public Utility Commission

**Nondisclosure Agreement**

The \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) and the Pennsylvania Public Utility Commission (“Commission”), intending to be legally bound, hereby agree as follows:

1. As part of the performance of the Work of the Contract, it may be necessary for the Contractor to review confidential or proprietary information (proprietary information).

2. In order to safeguard more effectively the proprietary information, the Contractor will designate certain authorized representative(s) to receive and review the proprietary information. Said authorized representatives will agree to be bound by this Nondisclosure Agreement and will sign it prior to receiving any proprietary information and will furnish, upon request, to other entities a signed copy of the Nondisclosure Agreement executed by such authorized representative(s). Proprietary information will not be accessible by anyone who has not signed the Nondisclosure Agreement.

3. With respect to proprietary information provided under this Agreement, the Contractor and its authorized representatives shall:

(a) hold the proprietary information in confidence;

(b) restrict disclosure of the proprietary information only to persons authorized under this Agreement who have a need to know;

(c) use the proprietary information solely in connection with the Contractor's work on this Project;

(d) except as provided in Paragraph 5 below, not disclose the proprietary information publicly or privately to any third party in any manner, unless such third party has signed this Nondisclosure Agreement; and

(e) advise the Contractor's representatives of their obligation with respect to the proprietary information.

4. The Contractor may make proprietary information available to the Commission's Staff under this Agreement; provided, however, that in the event of disclosure, the Commission's Staff shall also be bound by the terms of this Agreement. Nothing in this Agreement shall be construed as preventing access by the Commission (outside the scope of this Project) to the data, books, records, and documents as permitted by the statutory and common law of the Commonwealth of Pennsylvania.

5. The Contractor or the Commission's Staff may assert at any time that any document claimed to be proprietary is in fact non-proprietary. Any disagreement as to the proprietary or non-proprietary nature of a particular document or information shall be resolved by the Commission’s Project Officer, subject to review by the Commission.

8. Proprietary information that is provided to the Contractor and/or Commission Staff will be protected from disclosure as proprietary information under 66 Pa. C.S. §335(d) until such time as the Commission (or court of competent jurisdiction, if an appeal of a Commission determination is taken) rules that the documents are non-proprietary and, therefore, subject to public disclosure. In determining which documents are subject to public disclosure, the Commission will follow the *Right-to-Know Law*, 65 P.S. § 67.101 *et seq.*, including any future amendments thereto.

9. Nothing in this Agreement shall otherwise affect, abridge, increase, or decrease the statutory authority of the Commission to investigate or inspect the facilities and data, books, records, and documents of any regulated entity.

10. This Nondisclosure Agreement may be executed in counterpart.

**IN WITNESS THEREOF**, intending to be legally bound, the Contractor and the Commission, have caused this Nondisclosure Agreement to be approved and executed under their signatures, as Exhibit 1to the Contract, with a duplicate copy being provided to each of the parties.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Robert C. Gramola Date

Director of Administration

Pennsylvania Public Utility Commission

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Bohdan R. Pankiw Date

Chief Counsel

Pennsylvania Public Utility Commission