

COMMONWEALTH OF PENNSYLVANIA



DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

RFP #:	CN00008116
Short Description of Supply/Service:	IT Contract Services
RFP Posting Date:	April 21, 2004
RFP Questions Due Date:	April 30, 2004
Pre-Proposal Conference:	May 6, 2004, 10AM – 12PM EDT
RFP Q&A Posting:	May 13, 2004
Proposal Response Date & Time:	May 17, 2004, 4:00 PM EDT
Buyer Name & Phone:	Mike Richart / 717-783-8578
Issuing Office:	Department of General Services Bureau of Purchases 414 North Office Building Harrisburg, PA 17125

Submit Proposals in a Sealed Envelope
Clearly Marked "Proposal-RFP CN00008116", to:

Department of General Services
Bureau of Purchases
Bid Room & Vendor Services
c/o Mike Richart
Room 414 North Office Building
Commonwealth Ave. & North St.
Harrisburg, PA 17125

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- Attachment H – Special Contract Terms and Conditions
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- Attachment J – Cover Sheet Template
- Attachment K – SAP Interface Specifications
- Attachment L – Order Process

Unless included with this RFP, these appendices are available on-line at www.dgs.state.pa.us or by contacting the Bureau of Purchases' Vendor Services Section (Fax No. 717-787-0725, Telephone No. 717-787-2199 or 4705).

SECTION I – GENERAL INFORMATION

I-1. Purpose

This Request for Proposal (RFP) provides interested Information Technology (IT) Contract Service providers with sufficient information to enable them to prepare and submit proposals for consideration by the Commonwealth of Pennsylvania (“CWOPA” herein) to satisfy a need for IT Contract Services. Specific IT Contract Services job titles, descriptions and technical skills addressed by this RFP are defined in Attachment D – Job Titles and Descriptions and Attachment E – Skill Category Matrix. This RFP is separate and distinct from the Office of Administration’s Information Technology Services Invitation to Qualify (IT ITQ) and the resultant contract, the IT ITQ Contract. Prequalification under the IT ITQ Contract does not, and will not, have any affect on a contractor’s eligibility, selection or award in the IT Contract Services contract, and vice versa.

CWOPA intends to reduce its overall costs for IT Contract Services by channeling volume to a single contractor offering the proposal determined to be the most advantageous to CWOPA for all of the IT Contract Services listed in this RFP. Specific information on what services must be provided by the contractor are specified in Attachment D – Job Titles and Descriptions and Attachment E – Skills Category Matrix.

The contractor will be required to provide IT Contract Services for all executive agencies and must be willing to provide these services for independent agencies and state affiliated entities as well as entities under the COSTARS (Cooperative Sourcing to Achieve Reduction in Spend) program. COSTARS is a service provided by the Department of General Services for Local Public Procurement Units located in Pennsylvania. Local Public Procurement Units are authorized by law to participate in or purchase off of Department of General Services’ statewide requirements contracts. Eligible Local Public Procurement Units are defined as:

- Any political subdivision
- Any public authority
- Any tax exempt, nonprofit educational or public health institution or organization
- Any nonprofit fire, rescue or ambulance company
- And to the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

I-2. Issuing Office

This RFP is issued for CWOPA by the Pennsylvania Department of General Services, Bureau of Purchases. The Issuing Office is the sole point of contact in CWOPA for this RFP. Please refer all inquiries to:

Michael Richart
Bureau of Purchases
414 North Office Building
Harrisburg, Pennsylvania 17125
Telephone No.: (717) 783-8578
Fax No.: (717) 783-6241
Email Address: mrichart@state.pa.us

I-3. Scope

This RFP contains instructions governing the proposals to be submitted and the information and documents to be included therein; specifications for IT Contract Services which must be met to be eligible for consideration; other requirements to be met by each contractor; contract terms and

conditions; general evaluation criteria; and rules for submitting electronic quotes (where appropriate).

I-4. Problem Statement

CWOPA intends to reduce its overall costs for IT Contract Services by channeling the volume of CWOPA demand to a single contractor, who in turn must have access to a network of resources and subcontractors to meet all of CWOPA's requirements for IT Contract Services. CWOPA plans to use of the awarded contractor's web sites and tools for contract administration and management information.

I-5. Type of Contract

It is proposed that if any contracts are entered into as a result of this RFP, they will contain the Standard Contract Terms and Conditions for Department of General Services Statewide Contracts for Services (GSPUR-11E), as shown in Attachment G – Contract Terms & Conditions.

The contract will also contain terms and conditions as listed in Attachment H – Special Terms and Conditions

I-6. Rejection of Proposals

CWOPA reserves the right to reject any or all proposals received as a result of this RFP, or to negotiate separately with competing qualified contractors. CWOPA reserves the right to waive technical deficiencies in any proposal.

I-7. Incurring Costs

CWOPA is not liable for any costs incurred by contractors prior to issuance of a contract.

I-8. Calendar of Events

The DGS Bureau of Purchases will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
RFP package is posted to the Dept. of General Services (DGS) website (http://www.dgsapp.state.pa.us/comod/asp/bop_results.asp).	DGS	April 21, 2004
First Deadline to submit Questions via email to Mike Richart (mrichart@state.pa.us and bbooper@state.pa.us)	Potential Contractors	April 30, 2004
Pre-Proposal Conference – Location: Hearing Room #5 Keystone Building Harrisburg, PA 17101	DGS/Potential Contractors	May 6, 2004, 10AM – 12PM EDT
Second Deadline to submit Questions via email to Mike Richart (mrichart@state.pa.us and bbooper@state.pa.us)	Potential Contractors	May 10, 2004 5PM EDT

<p>Answers to Contractor Questions posted to the DGS website no later than this date http://www.dgsapp.state.pa.us/comod/asp/bop_results.asp - Please monitor website for all communications regarding the RFP.</p>	<p>DGS</p>	<p>May 13, 2004</p>
<p>Deadline to submit proposal (Attachment A – Mandatory Requirements List, Attachment B – Technical Questionnaire, Attachment C - Price Submittal, and Disadvantaged Business documentation (Section II-5)) to the Issuing Office at the address stated in Section I-2.</p>	<p>Potential Contractors</p>	<p>May 17, 2004, 4:00 PM EDT</p>

I-9. Questions & Answers

Contractors shall address any question regarding this RFP by submitting a question in writing (via email – entitle subject line “RFP CN00008116 Question”) to the Issuing Officer stated in Section I-2. Do not contact the Issuing Officer via phone. Questions must be submitted via email and must be received NO LATER THAN the date indicated on the Calendar of Events (Section I-8). Please note that questions will NOT be answered via telephone or fax. The Issuing Officer shall post the answers to the questions via the DGS website by the date stated on the Calendar of Events (Section I-8). All questions and written answers will be issued as an addendum to and become part of this RFP. Each contractor is responsible for monitoring the website for new or changing information. CWOPA shall not be bound by any verbal information or by any written information that is not either contained within the solicitation documents or formally noticed and issued by the Department of General Services (DGS). Questions shall not constitute formal protest of the specifications or of the solicitation. The formal protest process is described in Section I-28.

I-10. Pre-Proposal Conference

A pre-proposal conference, also known as a Business Information Day, will be held Thursday, May 6, 2004 as specified in the Calendar of Events (Section I-8). The purpose of this conference is to provide an overview of the RFP, answers to the previously submitted questions, and a Disadvantaged Business presentation. Any further technical questions, requests for clarification, or requests for data resulting from the conference will need to be submitted in writing to the Issuing Officer via email (as listed in Section I-8) by close of business day May 10, 2004. No questions will be accepted after May 10, 2004. In view of the limited facilities available for the conference, it is requested that representation be limited to two (2) individuals per contractor. The pre-proposal conference is for information only. Any answers furnished during the conference will not be official until verified, in writing, by the Issuing Office. Please note that answers to contractor inquiries will be placed on the web site so that all contractors will have equal access to the information. All questions and written answers will be issued as an addendum to and become part of this RFP.

I-11. Addenda to the RFP

If it becomes necessary to revise any part of this RFP before the proposal response date, an addendum will be posted on the website at www.dgsapp.state.pa.us/comod/asp/bop_results.asp (or issued to all contractors who received the original RFP). It is the contractor's responsibility to periodically check the website for an addendum to the RFP. Answers to the questions asked during the Questions & Answers period will be posted to the web site as well.

No addendum will be posted on the website later than three (3) business days prior to the Proposal Response Date, unless CWOPA extends the Proposal Response Date.

I-12. Proposal Response Date

To be considered, proposals must arrive at the Issuing Office on or before the time and date specified in the Calendar of Events (Section I-8). Contractors who mail proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the CWOPA office (location) to which proposals are to be returned is closed on the proposal response date, the deadline for submission shall be automatically extended until the next CWOPA business day on which the office is open, unless the contractors are otherwise notified by CWOPA. The time for submission of proposals shall remain the same. Late proposals shall not be considered.

I-13. Proposals

To be considered, contractors should submit a complete response to this RFP, using the format provided in Section II-2. The Technical Submittal is comprised of Attachment A – Mandatory Requirements and Attachment B – Technical Questionnaire. The Technical Submittal should be submitted in eight (8) paper based copies to the Issuing Office along with two (2) proposals in electronic format burned onto a compact disk. Each page should be numbered for ease of reference. Two (2) of the paper copies must be originals containing original signature, and must be labeled 'ORIGINAL'. The Price Submittal should be submitted in eight (8) paper based copies to the Issuing Office along with two (2) proposals in Microsoft Excel format burned onto a compact disk. Two (2) of the paper copies must be originals containing original signature, and must be labeled 'ORIGINAL'. The Price Submittal should be sealed separately in the proposal package. The Disadvantaged Business Submittal should be sealed separately and submitted in paper based format. These three submittals comprise the proposal package. Proposals must be signed by an official authorized to bind the contractor to its provisions. For this RFP, the proposal must remain valid for at least one hundred and twenty (120) calendar days. Moreover, the contents of the proposal of the selected contractor will become contractual obligations if a contract is entered into. No other distribution of proposals will be made by the contractor.

Each and every contractor submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written, fax, or email notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the contractor chooses to attempt to provide such written notice by fax transmission, CWOPA shall not be responsible or liable for errors in the fax transmission. A proposal may also be withdrawn in person by the contractor or its authorized representative, provided their identity is made known and he/she signs a receipt for a proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

I-14. Information Concerning Disadvantaged Businesses

CWOPA 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 businesses enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses and 2) United States Small Business Administration-certified small disadvantaged businesses or 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 contractor 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 and Women Business Opportunities
Room 502, North Office Building
Harrisburg, PA 17125
gs-cabdinternet@state.pa.us
Phone: (717) 787-6708
FAX: (717) 772-0021

Program information and a database of BMWBO-certified minority- and women-owned businesses can be accessed at www.dgs.state.pa.us, DGS Keyword: BMWBO. The federal contractors can be accessed at www.ccr.gov and click on Dynamic Small Business Search (certified companies are so indicated).

I-15. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP.

I-16. Alternate Proposals

CWOPA has identified the basic approach to meeting its requirements, and is allowing contractors to be creative and propose their best solution to meeting these requirements. Therefore, CWOPA will not accept alternate proposals, except as indicated in Section II-5 – Disadvantaged Business Information.

I-17. Discussion for Clarification

Contractors who submit proposals may be required to make an oral or written clarification of their proposals to CWOPA to ensure thorough mutual understanding and contractor responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification, if they are deemed necessary by CWOPA.

I-18. Best and Final Offers (BAFO)

To obtain best and final offers from contractors, CWOPA may do one or more of the following: (a) enter into negotiations, including the use of an online auction; (b) schedule oral presentations; and/or (c) request revised proposals. If a contractor submits alternate proposals as permitted by Section II-5, only the higher-scored proposal (prime proposal or alternate proposal) will be selected for best and final offers. The Criteria for Selection found in Section III-3, shall also be used to evaluate the best and final offers. Reductions in prices offered through any reverse online auction cannot have any effect upon the contractor's Technical Submittal.

Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can only be reduced in the same percentage as the reduction in the total price offered through negotiations, including the online auction.

I-19. Prime Contractor Responsibilities

The selected contractor will be required to assume responsibility for providing all IT Contract Services specified in its proposal. Further, CWOPA will consider the selected contractor to be the sole point of contact with regard to contractual matters.

I-20. Proposal Contents

Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required under the provisions of any CWOPA or United States statute or regulation; or by rule or order of any court of competent jurisdiction. If a contract is executed, however, the successful proposal submitted in response to this RFP shall be subject to disclosure. All material submitted with the proposal becomes the property of CWOPA and may be returned only at CWOPA's option. Proposals submitted to CWOPA may be reviewed and evaluated by any person other than competing contractors at the discretion of CWOPA. CWOPA has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

I-21. Restriction of Contact

From the issue date of this RFP until a determination is made regarding the selection of a contractor's proposal, all contacts with CWOPA personnel concerning this RFP, proposals and the evaluation process must be approved through the Issuing Officer.

Any violation of this condition is cause for CWOPA to reject the contractor's proposal. If it is later discovered that any violations have occurred, CWOPA may reject any proposal or rescind any contract awarded pursuant to this RFP.

Contractors must agree to make no other distribution of any part of their proposal beyond that made to the Issuing Office. A contractor who shares information contained in their proposal with other CWOPA personnel and/or competing contractor personnel may be subject to disqualification.

I-22. Debriefing Conferences

Contractors whose proposals are not selected will be notified of the name of the selected contractor and will be given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The contractor will not be compared with other contract service providers, other than the position of its proposal in relation to all other proposals for each criterion for selection. Contractor's exercise of the opportunity to be debriefed shall not constitute the filing of a protest under Section I-28 hereof.

I-23. News Releases

News releases pertaining to this project will not be made without prior CWOPA approval, and then only in coordination with the Issuing Office.

I-24. CWOPA Participation

For the purpose of contract administration, the Department of General Services (DGS) will designate a person to serve as the CWOPA Contract Officer. The Contract Officer will serve as the primary liaison between CWOPA and the selected contractor and will coordinate overall

management and administration of the contract for CWOPA. Each Agency will designate an individual to serve as the main point of contact for the Agency with the Contract Officer, and provide liaison between the Agency and the contractor's project manager for Agency related matters.

The CWOPA Contract Officer will be responsible for preparing and distributing related procedures and guidelines to each Agency Contact. For purposes of this RFP, all communication is to be exclusively with the DGS Issuing Officer as defined in Section I-2.

I-25. Term of Contract

The term of the contract will commence on the Effective Date (as defined below) and will have an initial term of two (2) years with options to renew for three (3) additional one (1) year renewal options. The Effective Date shall be fixed by the Issuing Office after the contract has been fully executed by the awarded contractor and by CWOPA and all approvals required by CWOPA contracting procedures have been obtained. Pricing shall remain firm for the initial two-year term of the contract.

In deciding whether to renew, CWOPA will review the contractor's past performance under the contract. Pricing for each one (1) year renewal option will be determined by evaluating the contracted pricing and the Northeast Employment Cost Index for Wages and Salaries, published by the Bureau of Labor Statistics, and negotiating increases or decreases in pricing. If the pricing adjustment is not agreed upon through these negotiations, CWOPA will not renew the contract. The procurement of all IT Contract Services, regardless of when the service was added to the contract, will expire at the end of the contract period.

I-26. Political Subdivisions and Public Authorities and Other Local Public Procurement Units

The selected contractor will be required to participate in the CWOPA COSTARS Program and provide IT contract services at the same price and in accordance with the contractual terms and conditions, to those political subdivisions, public authorities and other local public procurement units that elect to participate in the contract through the COSTARS program.

I-27. Contractor's Representations and Authorizations

Each contractor by submitting its proposal understands, represents, and acknowledges that:

- A. All information provided by, and representations made by, the contractor 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.
- B. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor or potential contractor.
- 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 contractor or potential contractor, and they will not be disclosed on or before the proposal submission deadline specified in the Calendar of Events (Section I-8) 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.
- F. To the best knowledge of the person signing the proposal for the contractor, the contractor, 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 contractor in its proposal.
- G. To the best of knowledge of the person signing the proposal for the contractor and except as otherwise disclosed by the contractor in its proposal, the contractor has no outstanding, delinquent obligations to CWOPA including, but not limited to, any state tax liability not being contested on appeal or other obligation of the contractor that is owed to CWOPA.
- H. The contractor is not currently under suspension or debarment by CWOPA, or any other state, or the federal government, and if the contractor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- I. The contractor 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 contractor, by submitting its proposal, authorizes all CWOPA agencies to release to CWOPA information related to liabilities to CWOPA 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 any work pursuant to this contract.

I-28. RFP Protest Procedure

- A. **Who May File the Protest.** Any actual or prospective contractor who is aggrieved in connection with the solicitation or award of the contract may file a protest, in writing, with the Issuing Office.
- B. **Time and Place for Filing.** A protest by a party not submitting proposal must be filed within seven (7) days after the protesting party knew or should have known of the facts giving rise to the protest, no later than the proposal submission deadline specified in the cover letter to the RFP. Contractors who submit a proposal may file a protest within seven (7) days after the protesting contractor knew or should have known of the facts giving rise to the protest, but in no event may a protest be filed later than seven (7) days after the date of the notice of selection. The date of filing is the date of receipt of the protest. A protest must be in writing and filed with the Issuing Office.

- C. **Contents of Protest.** A protest shall state all grounds upon which the protesting party asserts the RFP or selection was improper. The protesting party may submit with the protest any documents or information it deems relevant.
- D. **Notice of Protest.** The Issuing Office shall notify the successful contractor of the protest if selection has been made. If the protest is received before selection and substantial issues are raised by the protest, all contractors who appear to have a substantial and reasonable prospect of selection shall be notified and may file their agreement/disagreement with the Issuing Office within five (5) days after receipt of notice of protest.
- E. **Stay of Procurement.** The head of the purchasing agency or designee will immediately decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The Issuing Office shall not proceed further with the solicitations or with the award of the contract and shall suspend performance under the contract, if awarded, unless: the head of the purchasing agency or designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of CWOPA.
- F. **Response and Reply.** Within 15 days of receipt of the protest, the Issuing Officer may submit to the head of the purchasing agency or designee and to the protesting party a response to the protest. The protesting party may file a reply to the response within ten days of the date of the response.
- G. **Procedures.** The head of the purchasing agency or designee shall review the protest and any response or reply. The Issuing Office may decide the merits of the protest on the written, submitted documentation; request and review any additional documents or information deemed necessary to render a determination; or, in its sole discretion, conduct a hearing.
- H. **Determination.** The head of the purchasing agency or designee shall promptly, but in no event later than 60 days from the filing of the protest, issue a written determination. The determination shall:
- a. State the reason for the decision.
 - b. Inform the protesting contractor of its right to file an action in CWOPA Court within fifteen (15) days of the mailing date of the decision.

The Issuing Office shall send a copy of the determination to the protesting party and any other person determined by the Issuing Office to be affected by the decision.

I-29. Terms for Participation in On-Line Auction

In the event that CWOPA decides to negotiate pricing through an on-line auction, qualified contractors shall receive an auction invitation and pricing package with full instructions, rules, price decrements, etc. from CWOPA. CWOPA will provide training for each qualified contractor in a telephonic training session using real time "mock" bidding to familiarize the qualified contractors' employees with the online auction system. Please see Attachment I - Reverse Auctions Terms and Conditions for additional details.

I-30. Notification of Selection

The responsible contractor whose proposal is determined to be the most advantageous to the Commonwealth, as determined by the Issuing Office, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for negotiation.

I-31. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the contractor 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 contractor's possession and the version maintained by CWOPA, the version maintained by CWOPA shall govern.

I-32. Information Concerning Small Businesses in Enterprise Zones

CWOPA encourages participation by small businesses, whose primary or headquarters facility is physically located in areas designated by CWOPA as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

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 businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartoire
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 akartoire@state.pa.us

SECTION II – RESPONSE REQUIREMENTS

II-1. General Requirements

Proposals submitted in response to this RFP should be single-spaced on two-sided sheets, size “8 1/2” x 11” with a minimum 10 point font. References to supporting documentation provided outside the specific sections should have appropriate page number and reference. Address only those services requested. Each proposal page should be numbered in succession, starting at 1 and going through until the last page, for ease of reference. Proposals must be signed by an official authorized to bind the contractor to its provisions. For this RFP, the proposal must remain valid for at least one hundred twenty (120) days. Moreover, the contents of the proposal of the selected contractor(s) will become contractual obligations if a contract is entered into.

Each and every contractor submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. However, if the contractor chooses to attempt to provide such written notice by fax transmission, the CWOPA shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a contractor or its authorized representative, provided its identity is made known and it signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification that complies with the requirements of this RFP.

Contractors will make no other distribution of their proposals.

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

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

II-2. Response Format

Each proposal shall consist of three (3) separately sealed submittals and a Cover Sheet (Attachment J – Cover Sheet Template) for each submittal.

- A. **Cover Sheet** should include the RFP number, as listed on the front of this RFP document, as well as the following information about the company responding to the RFP:
 - a. Company Name
 - b. Company Mailing Address
 - c. Company Web Site
 - d. Company Contact Person
 - e. Contact Person's Phone Number
 - f. Contact Person's Fax Number
 - g. Contact Person's Email Address

Please complete Attachment J – Cover Sheet Template and attach it as a cover sheet to each of the three submittals required for this RFP, marking the appropriate checkbox on the cover sheet for the submittal that is attached.

- B. **Technical Submittal** (In response to Sections II-3 and II-4; required to complete Attachment A – Mandatory Requirements, Attachment B – Technical Questionnaire. Two (2) electronic copies (MS Word) of the technical submittal on CD, two (2) original paper copies (marked “original”) of the technical submittal, and eight (8) copies with binders are required. Contractors must complete and submit Attachment A – Mandatory Requirements, Attachment B – Technical Questionnaire. This submittal must be bound, SEALED, and identified separately as “Technical Submittal” from the Price Submittal and Disadvantaged Business Participation Submittal of the proposal.
- C. **Price Submittal** (In response to Section II-6; required to complete Attachment C – Price Submittal). Two (2) electronic copies (MS Excel) of the price submittal on CD in the format of Attachment C - Price Submittal, two (2) originals (marked “original”) of the price submittal, and eight (8) copies with binders are required. Contractors must complete and submit Attachment C –Price Submittal as the Price Submittal. This submittal must be bound, SEALED, and identified separately as “Price Submittal” from the Technical Submittal and Disadvantaged Business Participation Submittal of your proposal. This information must be on a separate CD than the technical submittal and must be sealed with the separately bound price submittal.
- D. **Disadvantaged Business Submittal** (In response to Section II-5). This submittal must be bound, SEALED and identified separately as “Disadvantaged Business Participation Submittal” from the Technical Submittal and Price Submittal of the proposal. Include in the Disadvantaged Business Information Submittal, any and all information concerning the contractor’s proposed utilization of small businesses located in *Designated Enterprise Zones* as required by Section II-8, Enterprise Zone Small Business Utilization Response. Only one (1) copy of this section is required.

II-3. Mandatory Requirements

The mandatory requirements are listed in Attachment A – Mandatory Requirements and must be addressed by indicating acceptance of each. If there are any conflicts between the answers to the mandatory questions and any answers in any other section of your proposal, the answers in Attachment A – Mandatory Requirements will take precedence in any contract that may be entered into as a result of this RFP.

Non-acceptance of or noncompliance with any mandatory requirement, or modification of, or the placing of conditions on acceptance or compliance with any of the mandatory requirements, in whole or in part, will result in immediate disqualification, unless CWOPA determines, in its sole discretion, that a noncompliance is a waivable technicality and not a material defect.

All the questions listed in Attachment A – Mandatory Requirements, must be answered. In the event of a “No” answer to any question, please accept our appreciation for your interest, and understand that, since CWOPA requires a minimum level of qualification, your proposal will not be deemed responsive.

II-4. Technical Requirements

This section details the specifications for the new IT Contract Services contract for IT contractors and requires contractors to describe their technical approach and plan for accomplishing the work within Attachment B – Technical Questionnaire. In this attachment, contractors must address all

of the questions stated and provide an integral description of all of the services, resources, capabilities, etc. that will meet CWOPA IT Contract Services needs.

II-4.1 Corporate Overview

Contractors must provide a brief history and description of the company including the company's historical relationship with CWOPA, if any, as well as their financial stability. CWOPA requires contractors to have prior experience providing relevant and comparable IT Contract Services. CWOPA requires proof of client experience in providing IT contract services to other client(s) of similar size and complexity as CWOPA along with any prior experiences with client(s) belonging to the government sector. Engagements referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-4.2 Services Overview

The contractor must describe its ability to provide and support services to the various government entities within the State. Contractors must be able to provide all job titles, levels, and required technology skills as defined in Attachment D - Job Titles and Descriptions, Attachment E - Skill Category Matrix, and Attachment F - Estimated Future Demand. The narrative to this specification should include, at a minimum, the specific services that will be proposed to fulfill the demand and specifications as detailed in Attachment F – Estimated Future Demand and Attachment D – Job Titles and Descriptions. The response should also include the structure and qualifications of the Account Management team, which CWOPA envisions will manage the responses to resource requests, overall reporting consistency, handling of enterprise-wide quality assurance meetings with CWOPA representatives, etc.

II-4.3 On-Site Management

CWOPA expects that the contractor will provide on-site management of the resource pool throughout the life of the contract, with the location and needs of on-site managers based on agency requirements and changing needs. CWOPA requires contractors to provide a description of on-site management procedures and typical structures for clients of similar size and requirements to CWOPA. The role of an on-site manager may include, but is not limited to, ensuring placement of qualified resources that meet the needs of the requisition, serving as a key point of contact for CWOPA agencies, ensuring a high quality level of service, interfacing as an issue escalation catalyst, resolving problems and proactively addressing cost savings and optimization opportunities across CWOPA agencies.

On-site managers should have a minimum of five (5) years of demonstrated experience with increased levels of responsibility. On-site managers should have experience managing large clients involving diverse technical service needs. Additionally, on-site managers should have demonstrated effective oral and written communication skills, and should be able to understand the technical acumen and terminology that agencies may use when requesting resources and discussing service needs.

II-4.4 Maintaining Skill Categories with Changing Technology

The job titles and descriptions listed in Attachment D – Job Titles and Descriptions and Attachment E – Skill Category Matrix are representations of the skills required at the time this RFP is being written for CWOPA. These requirements will be used to obtain pricing for the aforementioned resource job title and skill levels. As new technologies emerge, CWOPA expects that its specific skills sets and technical needs will change. CWOPA expects that the skill category lists will continue to adjust according to current market situations, such as moving previous hot skills to a more mature skill category, or adding new technologies to an appropriate skill category. CWOPA plans to monitor the changing technology environment along with the contractor, expects to be notified of any changes to the skill categorizations, and may propose changes to the

contractor based on current market conditions. This adjustment process is intended to enable the supplier to keep pricing for each skill category by job title constant over the life of the contract.

II-4.5 Network of Subcontractors

CWOPA expects that subcontractors will be utilized as a significant source of contract service resources, and this should be reflected in each contractor's proposal. Contractors must describe how subcontractors are qualified to be part of the contractor's network, how subcontractors are contractually bound to the pricing determined through the RFP process, and how subcontractor services will be accurately tracked and reported. CWOPA requires that the contractor's network of subcontractors remains open to additional subcontractors for the life of the contract, so long as the subcontractors can provide the required resources at the contracted rates and meet any additional reasonable requirements that the contractor determines are appropriate. The subcontractor relationships and payments must be managed by the contractor. No payments will be made by CWOPA directly to any subcontractors. CWOPA expects the contractor to utilize subcontractors to perform the work of the contract, and will evaluate the contractor according to its plan to utilize subcontracted resources over the life of the contract. CWOPA is committed to maintaining a diverse network of subcontractors and will evaluate contractor proposals in accordance with this expectation

II-4.6 Recruiting and Peak Demand Periods

CWOPA IT Contract Service demand varies by agency, location and job title. See Attachment F – Estimated Future Demand for a rough estimate of the amount and type of work CWOPA expects to require during the first year of the contract. Attachment F is provided to help contractors estimate the amount of resources CWOPA will likely require, but is not a guarantee of volume and the number and type of resources required is subject to change.

There may be peak times for certain job titles or agencies, which will require a significant increase in the number of resources required to complete work. It is expected that the biggest demand spike will occur at the beginning of the contract, which will begin around the start of the CWOPA fiscal year. Contractors are required to provide a plan for handling the peaks and valleys of CWOPA demand, including any recruiting plans for identifying additional resources in times of high demand. Additional discussion on the plan for implementation is requested in Question 23.

CWOPA is dedicated to encouraging Pennsylvania college graduates to remain in Pennsylvania. The contractor is required to demonstrate any current programs or efforts in place to recruit resources from Pennsylvania colleges and universities. If there is no plan in place currently, the contractor should propose a plan which will focus on this pool of resources as potential candidates, where possible.

II-4.7 Quality and Service

CWOPA expects that the awarded contractor will demonstrate a high level of quality control standards and service to their clients. The contractor is required to describe its quality standards and guarantees of service, background check processes and other quality assurance processes, and its response to resources which are not performing to CWOPA quality standards.

CWOPA has also developed a high-level process that will be utilized throughout the life of this contract to ensure that the contractor is providing the best possible service to all agencies. Contractors should be prepared to contribute regularly through this process in a variety of ways, and should be prepared to receive reductions in business volume or pay liquidated damages to CWOPA for inadequate service levels. The quality assurance process encompasses several key sections:

- A. Agency end users will request resources through the contractor's web-based ordering tool. If the Account Managers provide a group of resumes (minimum of three (3) per request) which the agency end user feels do not meet the requirements as stated in the requisition, the end user will return those resumes to the Account Manager and request a new group of resumes. If a second group of resumes is provided (minimum of three (3)), and no resumes within the group meet the requirements as stated in the requisition and clarified in the re-order process, the end user may return the resumes to the Account Manager and request a waiver from the CWOPA commodity manager to utilize a separate provider for the service need. As a result, the primary contractor will not receive the revenue from the resource originally requested in this case. See Attachment L – Order Process for further details.
- B. End users will have the opportunity to conduct skills assessments (phone interviews, face to face interviews, capabilities tests, etc) of the candidates they chose from the Account Manager-provided group of resumes. If the end user conducts a skills assessment and determines that the candidate will not meet the skill requirements of the position, the end user will reject the candidate and request another batch of resumes from which to choose another candidate. If this occurs twice with the same requisition, and the end user is still unable to find a candidate who meets the skills requirements of the position, the end user may request a waiver from the CWOPA commodity manager to utilize a separate provider for the service need. As a result, the primary contractor will not receive the revenue from the resource originally requested in this case. See Attachment L – Order Process for further details.
- C. If a resource begins work for a particular agency, and the agency determines within the first weeks (5 business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and CWOPA shall not pay for the work conducted by the unacceptable resource. CWOPA shall also require that the replacement resource be provided at no charge for the first 5 days of work after replacing an inadequate resource.
- D. A quarterly meeting will take place among the Account Managers, On-site Managers, CWOPA agency representatives and CWOPA Contract Manager to review the quality of service provided to CWOPA by the contractor. It is at this time that CWOPA will score the contractor on a variety of performance criteria, including, but not limited to, the Service Level Agreements as outlined below. The contractor will also have the opportunity to provide CWOPA with suggestions on how to improve its own processes relating to IT Contract Services. If any service deficiencies are identified across the entire contract, the contractor and CWOPA representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific SLA-defined targets, as outlined below, will be imposed. If two additional quarterly meetings occur with minimal or no improvement in the identified areas, it may be cause for CWOPA to terminate the contract.

CWOPA has developed a set of minimum Service Level Agreements, defined in the table below, which the contractor will need to agree to meet, or exceed, in order to be in good standing on the contract. All pricing submitted through the Pricing Submittal will need to reflect these SLA's. Contractors will be scored on their ability to commit to exceeding these minimum SLA's. CWOPA expects that the final SLA's agreed upon by the awarded contractor will be higher than these proposed minimum requirements. The SLA's will be reviewed monthly by the CWOPA contract manager to identify any issues requiring immediate attention, and will be reviewed again during the quarterly meetings between CWOPA and the contractor, as defined in part E above.

Performance Metric	Contractor Goal	Performance Target	Description	Calculation	Frequency of Review
Requisition Confirmation Response time	4 business hours	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Number of requisitions which received confirmation within 4 hours / total number of requisitions	Monthly
Resume Submittal Response time	4 business days	92% or higher	Measures average response time from receipt of request to delivery of first candidate's resume	Number of requisitions which received first batch of resumes for review within 72 hours / total number of requisitions	Monthly
Normal Fill Rate	N/A	92% or higher	Measures contractor's ability to satisfactorily fulfill requisitions: Indicates how many requisitions are open	Total number of filled positions at month end / total number of requisitions which have been in place over 2 weeks	Monthly
Normal Round 1 Fill Rate	N/A	80% or higher	Measures contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions)	total number of filled positions resulting from the first round of resumes / total number of requisitions filled	Monthly
Urgent Flagged Submittal Response time	2 business days	92% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume	Number of URGENT requisitions which received first batch of resumes for review within 24 hours / total number of URGENT requisitions	Monthly
Urgent Fill Rate	N/A	92% or higher	Measures contractor's ability to fulfill requisitions: Indicates how many requisitions are open	Total number of URGENT filled positions at month end / total number of requisitions which have been in place over 2 weeks	Monthly
Urgent Round 1 Fill Rate	N/A	90% or higher	Measures contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (urgent requisitions)	total number of URGENT filled positions resulting from the first round of resumes / total number of requisitions filled	Monthly
Attrition Rate	N/A	8% or lower	Measures resource turnover due to unplanned situations which are not caused by CWOPA, not including inadequate performance, death, serious illness, etc.	Number of unplanned turnovers / total number of resources	Monthly
Performance Removal	N/A	5% or lower	Measures resource turnover due to inadequate resource performance	Number of turnovers (due to inadequate performance) / total number of resources	Monthly
Offering Opportunity to the Network	N/A	30% or higher	Measure of how many resource resumes, provided to CWOPA after requisition, are from the contractor's subcontractor network.	Total number of resumes provided to CWOPA from subcontractor resource pools / total number of resumes provided to CWOPA	Monthly
Usage of Network	N/A	15% or higher	Measure of how many subcontractor resources are selected by CWOPA	Number of subcontractor resources selected within period / Total number of resources selected within period	Monthly
Customer Service Survey Results	Monthly survey of the satisfaction of the agency requestor with the resource(s) placed at that agency by the contractor. Survey will highlight positive and negative points about the contractor's processes and resources in order to identify areas for improvement. CWOPA Contract Manager will review and include overall results as part of the scorecard.				

Contractors will be allowed a 60 day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. After the 60 day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the CWOPA contract manager one month after the grace period ends.

Once a final scorecard, which will include the above performance metrics, has been developed, the CWOPA contract manager will calculate a score for the contractor's overall performance. If the score is below the minimum threshold, as agreed upon in negotiations by the contractor and CWOPA, the following actions will be taken.

1. A discussion will take place between the contractor representatives and the CWOPA contract manager. The contractor will be given a warning, and a plan will be developed to improve on the problem areas within 2 months.
2. If a second monthly review occurs with minimal or no improvement in the problem areas, the contractor will be placed on Probation, and the contractor will be given three months to improve their overall service score.
3. If a third monthly review with below-threshold score occurs within the 3 month probationary period, the contractor will be required to give a 3% rebate on the month's revenue back to each agency which has provided revenue to the contractor.
4. If a fourth below-threshold score occurs within the next three months, the contractor will be required to provide a 5% rebate on the month's revenue back to each agency which has provided revenue to the contractor, and the contract may be terminated by CWOPA.

II-4.8 Location of off-site work

CWOPA expects that it may require certain work (such as certain Data Entry or Imaging positions) to be conducted off of CWOPA grounds, in locations managed by the contractor. Describe the plan for managing any resources which CWOPA cannot locate on-site. The contractor must also identify any plans it may have to utilize off-shore resources to complete CWOPA work. Please be

aware that use of off-shore resources may contradict future gubernatorial mandates or executive orders and preference may be given to proposals which include only onshore resources.

II-4.9 Implementation Plan

Contractors must submit an implementation plan as part of the proposal. At a minimum the response should include the structure of account representatives who will be dedicated to CWOPA business, the plan for resources who agree to be transferred to the contractor's internal pool, the expected time to transfer knowledge from possible phase-out of current resources to new resources assigned under the ensuing contract, the development (as needed) and roll-out of the web-based ordering and reporting tool, and the process the contractor will use to ensure all billing is meeting CWOPA standards.

It is critical that the contractor provide a clear plan for managing the implementation of the program, which will take place in a peak period of demand for IT Contract Services at many CWOPA agencies. The contractor will need to be prepared to deal with agencies who have not utilized this type of contract in the past. Describe the plan for taking on a large volume of requests during this first phase of the contract, transferring employees from other contractors to the contractor's internal resource pool, partnering with additional subcontractors to meet CWOPA needs, and assigning dedicated account managers to work with CWOPA in implementing the program.

Once the award has been announced, the winning contractor will meet with CWOPA to review potential technical and logistical issues of the implementation plan. The contractor will also be required to present one or more sessions with agency representatives to demonstrate the usage of tools such as the web-based ordering tool, as well as review any additional services and processes that agencies will need to be aware of. To ensure a timely and satisfactory implementation, the contractor and CWOPA must jointly agree to an implementation strategy and plan.

II-4.10 Web-based Tool

The contractor must describe its ability to provide, and commitment to maintain, a web-based management tool that contains an ordering form, customized to CWOPA standard job titles, levels, locations, and required free-form fields, requisition status, time reporting, reporting capabilities and current resource availability. The contractor is required to confirm its capabilities in providing a tool that contains these functionalities, and demonstrating adequate security and additional benefits and capabilities along with this tool.

II-4.11 Electronic Interface

The contractor must thoroughly describe its ability or commitment to accept, process and track purchase orders electronically. The ability to receive electronic funds transfer and/or a seamless electronic interface to CWOPA SAP accounting and procurement system should be thoroughly described. Please see Attachment K – SAP Interface Specifications for details on this interface. This is a future requirement that will be implemented after the contract execution date.

II-4.12 Reporting

Contractors must describe the reporting process and include sample reports for CWOPA procurement management and agency customers. Contractors should describe any enhanced reporting capabilities, capability to deliver reports electronically, ability to utilize the web-based tool to provide direct access to reports, and frequency of data updates in these reporting tools.

Contractors must describe how and what kind of records will be kept, and on what schedule the invoicing is audited to insure contractual compliance. The contractor must agree to provide at a minimum, quarterly utilization reports to the Bureau of Purchases. Quarterly reports shall include,

at a minimum, a summary report with the sales for the period, subtotaled by the purchasing entity name, current hours and bill rates, and a detailed report containing the line item details of each purchase order by agency, bureau/purchasing organization, and subcontractor/contractor. A monthly report should also be provided to the CWOPA Contract Manager regarding the percent of revenue and percent of resources provided through the contractor's network of subcontractors for tracking purposes. Detailed reports will be utilized for various purposes by CWOPA, including actual versus budgeted expenditure tracking and management.

II-4.13 Value Added Services

CWOPA would like to give contractors the opportunity to demonstrate and/or explain any additional value added services the contractor provides as part of a managing supplier solution not already discussed in their RFP response. CWOPA expects these value added services to be free of charge.

II-4.14 Overtime Policy

No overtime premiums will be paid to contractors for work which is performed after normal business hours in order to complete a task on-time.

II-4.15 Travel and Other Expenses

CWOPA requires that the contractor will provide resources to meet CWOPA needs at requested locations without the need for significant travel on the part of the resource. Therefore, CWOPA will not reimburse the contractor for travel, meals, lodging or other expenses.

II-4.16 Background Check Requirements

The contractor must, at its expense, arrange for a pre-employment background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT work tasks, facilities, systems or operations either through on-site access or through remote access. The background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. Criminal records are to be checked for the previous five (5) years and must be conducted prior to initial access and on an annual basis thereafter.

Before the Commonwealth will permit access to the contractor, the contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job related, the contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the agency consents to the access, in writing, prior to the access. The agency may withhold its consent in its complete discretion. Failure of the contractor to comply with the terms of this paragraph may result in default of the contractor under its contract.

Certain agencies may have additional background or security checks required before entry to government buildings or access to information is granted. These additional requirements will be communicated by the agency during contract implementation.

II-4.17 Candidate Eligibility

As a public entity, the Commonwealth of Pennsylvania views public office as a public trust. The Legislature further declares that the people have a right to be assured that the financial interests of holders of or nominees or candidates for public office do not conflict with this public trust. As a

result, and in order to strengthen the faith and confidence of the people of the Commonwealth in their government, the Public Official and Employee Ethics Act was enacted. It defines certain restricted activities in which public officials and public employees may not engage. According to Section 1103 (g) "No former public official or public employee shall represent a person, with promised or actual compensation, on any matter before the governmental body with which he has been associated for one year after he leaves that body." Therefore, it is the responsibility of the contractor to ensure that no employee is provided to a Commonwealth agency in which the person was employed in the previous one (1) year.

II-5. Disadvantaged Business Information

To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business, entering into a joint venture agreement with a Small Disadvantaged Business or subcontracting with a Small Disadvantaged Business (including purchasing services through a purchase agreement), a company must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal:

- A. Small Disadvantaged Businesses qualifying as a result of MBE/WBE certification from BMWBO must provide a photocopy of their BMWBO certificate.
- B. Small Disadvantaged Businesses qualifying as a result of certification from the U.S. Small Business Administration as an 8(a) or small disadvantaged business must submit proof of Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.
- C. All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or Small Business Administration certification as an 8(a) or small disadvantaged business, and must attest to the fact that the business has 100 or fewer employees.
- D. All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification or Small Business Administration certification as an 8(a) or small disadvantaged business, 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 or audited financial statement.

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:

- A. Be rooted in treatment which the business person has experienced in American society, not in other countries.
- B. Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- C. Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted 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.

In addition to these verifications, this submittal of the proposal should include the following information:

- A. The name and telephone number of the project (contact) person for the Small Disadvantaged Business(s) or Socially Disadvantaged Business(s).
- B. The company name, address, telephone number of the prime contact person for each specific Small Disadvantaged Business or Socially Disadvantaged Business included in the proposal. The contractors must specify the Small Disadvantaged Business(s) or Socially Disadvantaged Business(s) to which it is making commitments. The contractors will not receive credit by stating that it will find a Small Disadvantaged Business or Socially Disadvantaged Business after the contract is awarded or by listing several companies and stating it will select one later.
- C. The specific work, goods, or services the Small Disadvantaged Business(s) or Socially Disadvantaged Business(s) will perform or provide.
- D. The location where the Small Disadvantaged Business(s) or Socially Disadvantaged Business(s) will perform these services.
- E. The timeframe for the Small Disadvantaged Business(s) or Socially Disadvantaged Business(s) to provide or deliver the goods or services.
- F. The amount of capital, if any, the Small Disadvantaged Business(s) or Socially Disadvantaged Business(s) will be expected to provide.
- G. The form and amount of compensation each Small Disadvantaged Business or Socially Disadvantaged Business will receive. In the Disadvantaged Business Submittal of the proposal, provide the estimated dollar value of the contract to each Small Disadvantaged Business or Socially Disadvantaged Business.
- H. The percent of the total value of services or products purchased/subcontracted under the proposal that will be provided by the Disadvantaged Business(s) or Socially Disadvantaged Business(s).
- I. In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be included in the Disadvantaged Business Submittal of the proposal. If subcontracting, a signed subcontract or letter of intent must be included in the Disadvantaged Business Submittal of the proposal.
- J. The Disadvantaged Business Submittal of the proposal must be clearly identified as Disadvantaged Business information and sealed in an envelope separately from the remainder of the proposal. Only one copy of the Disadvantaged Business Submittal is needed.
- K. The dollar value of the commitment to each Small Disadvantaged Business or Socially Disadvantaged Business must be sealed in the same envelope with the Disadvantaged Business Submittal of the proposal. The selected contractor's Disadvantaged Business commitment amount, name of Disadvantaged Business, services to be provided including timeframe for performing services will be included as a contractual obligation when the contract is executed.

Contractors may submit, within the same proposal envelope, alternate proposals for differing utilization of Small Disadvantaged Businesses or Socially Disadvantaged Businesses. For example, a proposal may be submitted by prime contractor with a Small Disadvantaged Business as a subcontractor while an alternate proposal may be submitted by the Small Disadvantaged Business as the prime contractor. If an alternate proposal is offered, it must include separately-sealed Technical, Price, and Disadvantaged Business Submittals for the alternate. The alternate proposal will be scored separately. Only the higher-scored proposal (prime proposal or alternate proposal) will be eligible for participation for Best and Final Offers.

II-6. Enterprise Zone Small Business Utilization Response

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, a company must include the following information in the Disadvantaged Business Submittal of the proposal:

- A. Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration).
- B. Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
- C. Proof of United States citizenship of the owners of the business.
- D. Certification that the business employs 100 or fewer employees.
- E. 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 or audited financial statement.
- F. In addition to these verifications, this portion of the Submittal should include the following information:
- G. The company name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The contractor must specify the Enterprise Zone Small Business to which it is making commitments. The contractor will not receive credit by stating that it will find a Enterprise Zone Small Business after the contract is awarded or by listing several companies and stating it will select one later.
- H. The specific work, goods, or services the Enterprise Zone Small Business will perform or provide.
- I. The location where the Enterprise Zone Small Business will perform these services.
- J. The timeframe for the Enterprise Zone Small Business to provide or deliver the goods or services.
- K. The amount of capital, if any, the Enterprise Zone Small Business will be expected to provide.
- L. The form and amount of compensation each Enterprise Zone Small Business will receive. In the Disadvantaged Business portion of the proposal, provide the estimated dollar value of the contract to each Enterprise Zone Small Business.
- M. The percent of the total value of services or products purchased/subcontracted under the proposal that will be provided by the Enterprise Zone Small Business.

In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be included in the Disadvantaged Business Submittal of the proposal. If subcontracting, a signed subcontract or letter of intent must be included in the Disadvantaged Business Submittal of the proposal.

The dollar value of the commitment to each Enterprise Zone Small Business must be sealed in the same envelope with the Disadvantaged Business Submittal of the proposal. The selected contractor's Enterprise Zone Small Business commitment amount, name of Enterprise Zone Small Business, and services to be provided including timeframe for performing services will be included as a contractual obligation when the contract is executed.

II-7. Price Submittal

The information requested in this section shall constitute the contractor's Price Submittal and must be clearly identified as "PRICE SUBMITTAL". This portion of the proposal must be bound and sealed separately from the remainder of the proposal. Pricing data must not be presented in any portion of the Technical submittal. Pricing data is defined as any information related to, directly or indirectly, the contractor's proposed charges for services and deliverables. Pricing data consists of, but is not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

The paper based Price Submittal listed in Attachment C – Price Submittal, along with two (2) electronic versions on compact disc, shall be placed in a separate sealed envelope within the sealed proposal and kept separate from the technical submittal.

The Price Submittal divides Pennsylvania into 5 pricing areas, each of which is represented by a tab within the price workbook. The areas are defined by the Area Definitions tab and consist of groupings of counties. The areas are designed to give flexibility due to differences in wage rates associated with various counties across the State of Pennsylvania.

Within each Area Tab there is a table containing a line for every job title and level combination for which pricing information must be submitted. Wage rate information for every job title-level-skill category combination must be entered. The cells are highlighted yellow. The wage rate is defined as the amount per hour a resource will be paid by the contractor. For every job title a single percentage markup rate must be entered. These cells are highlighted in pink. In order to make the entry process less time-consuming and to encourage a simpler rate structure, the additional level cell(s) for each job title will automatically populate when a % markup rate is entered into a pink cell. Markup rate is defined by the percent increase that will be added to the wage rate. After a wage rate and percent markup is entered the bill rate will automatically calculate. The bill rate for each skill category will be determined by the same skill category wage rate being multiplied by the percent markup, which is then added to the wage rate to calculate bill rate. Bill rate is defined as the amount that will be paid to the contractor by CWOPA for the specific resource. Please see Attachment C – Price Submittal for additional information and illustrations.

Failure by a contractor to propose a cost for any item, as required by Attachment C – Price Submittal will be cause for rejection of the contractor's proposal. Two (2) copies of the Price Submittal must be submitted electronically in Microsoft Excel format on a CD ROM, along with two original paper based formats, and eight (8) copies of the paper based format. This entire cost submission must be sealed separately from the Technical and Disadvantaged Business submissions, as per the instructions in Section II-2.

For additional information on the job titles and skill categories listed in Attachment C – Price Submittal, please see Attachment D – Job Titles and Descriptions and Attachment E – Skill Category Matrix. Pricing submitted will cover all counties, as listed in the Area Definitions tab of Attachment C – Price Submittal.

If CWOPA determines that it will use an online auction in this RFP process, an additional bidding tool will be provided to each participating contractor prior to the auction.

CWOPA will not pay for any additions, deletions, omissions, or errors in the contractor's pricing proposal.

Only work satisfactorily performed after execution of a written contract, after the contractor's receipt of a notice to proceed from CWOPA and after the contract term has begun will be reimbursed.

SECTION III – CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements

To be eligible for selection, a proposal must be (a) timely received from a contractor; (b) properly signed by the contractor; (c) formatted such that all pricing data is kept separate from and not included in the Technical Submittal. Only those contractors that meet the mandatory requirements, as stated in Section II-3 will qualify for evaluation and further consideration.

III-2. Evaluation Committee

Proposals will be reviewed and evaluated by a committee of qualified personnel selected by CWOPA. After the completion of the reverse auction or pre-selection negotiation the committee will recommend for selection the proposal which most closely meets the requirements of the RFP and satisfies CWOPA needs. Award will only be made to a contractor determined to be responsible in accordance with CWOPA Management Directive 215.9, Contractor Responsibility Program.

III-3. Criteria for Selection

The following areas of consideration, in descending order of importance, will be used in making the selection:

Price: Evaluation will be based upon assessment of the monetary value of the prices. Best and Final Offer for the price may be determined utilizing an online reverse auction, contractor negotiations and/or oral presentations.

Quality and Performance: Evaluation will be based on the contractor’s demonstrated quality assurance programs, quality guarantees and past performance as a contractor in a Managing Supplier program at a client similar in size and scope to CWOPA’s planned program.

Network: Evaluation will be based on the size and breadth of services offered by the contractor’s internal resource pool as well as their partnerships and commitments to utilize a diverse and extensive network of subcontractors..

Service: Evaluation will be based on contractor’s account management (off-site) and support plan (on-site), to ensure CWOPA receives the best overall service available from the contractor and its network of resources.

Disadvantaged Business Participation: 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 a proposal is submitted by 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.

Company History: Evaluation will be based on contractor's financial stability, client references, and historical performance with CWOPA agencies, if any.

Reporting/Billing: Evaluation will be based on contractor's ability to provide standard, detailed and accurate reports and invoicing according to CWOPA guidelines, availability of a hosted web-based tool to provide easy access to order forms and report information, and the level of detail in which the web-tool's capabilities and benefits are described.

Implementation: Evaluation will be based upon how well the plan is devised to work with the size and requirements of CWOPA and the level of detail provided within the implementation plan. This includes the responses to the questions in Attachment B Technical Questionnaire.

Enterprise Zone Small Business Participation: 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 a proposal is submitted as a prime contractor by a Enterprise Zone Small Business, the Enterprise Zone Small Business cannot enter into contract or subcontract arrangements for more than 40% of the total estimated dollar amount of the contract."

III-4. Selection of Finalists

The Evaluation Committee will select and the Issuing Office will notify the finalist contractors of their selection for submission of Best and Final Offers. See Section I-18. Only finalists will be invited to participate in the Best and Final Offers step of the procurement. If a proposer submits alternate proposals as permitted by Section II-5, only the higher-scored proposal (prime proposal or alternate proposal) will be selected as a finalist.

Click on the following link and complete the document.

[Attachment A – Mandatory Requirements](#)

Click on the following link and complete the document.

[Attachment B – Technical Questionnaire](#)

Click on the following link and complete the document.

[Attachment C – Price Submittal](#)

Attachment D - Job Titles and Descriptions

Programmer	2
PR 1	2
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PM3	7
System Specialist	7
SS 1	8
SS 2	8
SS 3	9
Functional Architect	9
FA 1	10
FA 2	10
FA 3	10
FA 4 (Lead)	11
Product Specialist	11
PS 1	12
PS 2	12
PS 3	13
Technical Writer	13
TW 1	13
TW 2	14
TW 3 (Lead)	15
Technical Architecture Specialist	16
TAS 1	16
TAS 2	17
TAS 3	17
TAS 4 (Lead)	18
Team Lead	19
TL 1 (High)	19
TL 2 (Expert)	20
Software Process Engineer	21
SPE 1	21
SPE 2	22
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QAS 1	22
QAS2	23
QAS 3	24
System Administrator	26
SA 1	26
SA 2	26
SA 3	27
Database Administrator	29
DBA 1	29
DBA 2	29
DBA 3	29
Help Desk Support	30
HDS 1	30
HDS 2	30
Data Entry Operator	31
DE1	31
DE2	31

Programmer

The Programmer is responsible for analysis, design, coding, component and assembly testing of all application code owned by the Application Team. Programmers typically are involved in maintenance (including production support), enhancement and development work.

Programmers have a range of skills and knowledge of the technologies used and applications supported by the Application Team. The Programmer works with the Functional Architect and Technical Architecture Specialist on an as needed basis to ensure that design and code meets customer requirements.

PR 1

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none">▪ Code enhancement and development programs and/or required fixes to production problems using the functional and technical programming standards.▪ Test enhancement and development programs.▪ Participate in structured code reviews / walkthroughs.▪ Execute all required process steps.▪ Create and provide content for operational documentation to Technical Writers.▪ Utilize configuration management tools, design tools, debugging tools, and any other environment specific tools necessary to create, test, and implement an application.▪ Research problems before approaching the Team Lead or Functional Architect for assistance.▪ Limited functional knowledge.▪ Follow quality standards.▪ Support installation of application releases into production as directed.▪ Communicate accurate and useful status updates.▪ Ability to work in a team environment▪ Complete assigned tasks.▪ Strong communication skills; both written and spoken

PR 2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in PR 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Analyze and design enhancements, development programs, and/or required fixes to production problems. ▪ Design applications to functional and technical programming standards. ▪ Work with Functional Architects to gather and interpret user requirements into design specifications. ▪ Develop system specifications and interfaces. ▪ Determine time estimates and schedule for work. ▪ Moderate functional and process knowledge ▪ Assist in managing and directing Application Team processes. ▪ Coordinate work with other software developers on Application Teams. ▪ Assist Team Lead or Test Team Lead in monitoring estimated-time-to-complete (ETC) and actuals for assigned tasks ▪ Develop application designs in support of the systems specifications and interfaces, perhaps in conjunction with application or technical architects. ▪ Operating System expertise sufficient to perform performance and tuning diagnostics. ▪ Work with users to ensure that solutions meet business requirements. ▪ Execution of all responsibilities with little direct supervision of Team Lead. ▪ Generally aware of new developments in industry and process and has ability to apply them to work as appropriate. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner. ▪ Identify and track issues, risks and action items.
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PR 3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in PR 2 plus the following:</p> <ul style="list-style-type: none"> • Plan all required process steps. • Review and understand the Application Team’s workplan. • Provide status of work to Team Lead. • Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary. • Engage in ongoing process improvement. • Detailed functional and process knowledge. • Utilize deep modeling, design and coding skills. • Provide expertise in one or more database environments.

Tester

The Tester is a member of a team which plans, constructs, and executes product tests, system tests, unit tests, load tests, volume tests, network tests as well as works with others for release control processes. The more experienced Tester manages, plans, constructs, and executes tests and integrates with release control process.

Test 1

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Create test models for product test and release control (plans, data, and scripts). ▪ Conduct structured walk-throughs ▪ Execute assembly or product tests. ▪ Meet time estimates for assigned tasks. ▪ Communicate accurate and useful status updates. ▪ Follow quality standards. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken

Test 2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in Test 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Define product test plans and criteria for acceptance. ▪ Develop, update, and maintain testing standards and procedures. ▪ Resolve testing process questions / issues. ▪ Assist in the planning, creation, and control of the test environments. ▪ Conduct inspections; resolve issues. ▪ Coordinate and execute assembly or product tests with the Test Team, Application Team and the Program Manager. ▪ Assist Team Lead or Test Team Lead in monitoring estimated-time-to-complete (ETC) and actuals for assigned tasks. ▪ Work with Test Team members to enhance their testing skills and build technical and business knowledge. ▪ Update and test release installation procedures. ▪ Generally aware of new developments in industry and processes and ability to apply to work as appropriate. ▪ Determine time estimates and schedule for work efforts. ▪ Define and utilize entry / exit criteria for testing. ▪ Schedule the design of structured walk-throughs or inspections; resolve issues. ▪ Work with users to ensure that solutions meet business requirements. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner. ▪ Identify and track issues, risks and action items.

Test 3

Years of Relevant Experience:	4 plus years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in Test 2 plus the following:</p> <ul style="list-style-type: none"> ▪ Review and understand the Test Team work plan. ▪ Assist in managing and directing Test Team processes. ▪ Anticipate, identify, track and resolve issues and risks affecting own work and work of the Test and/or Application Teams. Develop contingency plans as necessary. ▪ Research problems before approaching the Team Lead or Test Team Lead for assistance. ▪ Assist or guide Testers as needed. ▪ Develop understanding of system business requirements supported by the Test team ▪ Assist Application Teams to plan and execute component and assembly tests. ▪ Participate in assembly or product test execution as required.
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Test 4 (Lead)

Years of Relevant Experience:	5 plus years, and at least 1 year project management experience
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in Test 3 plus the following:</p> <ul style="list-style-type: none"> ▪ Lead all efforts relating to testing and/ or coordination of release control efforts. ▪ Plan and review test models for product test and release control (plans, data, and scripts). ▪ Plan product test with Functional Team Leads, team members, and the Program Manager. ▪ Act as primary point of contact for testing facilitators, executors, and validators. ▪ Define test plans and criteria for acceptance. ▪ Coordinate the development, updating, and maintenance of testing standards and procedures. ▪ Approve Entry/Exit criteria to be used. ▪ Manage and direct the Test Team’s tasks and processes by balancing team capacity and schedule. ▪ Direct work planning and the development of accurate estimates for Test Team activities as required. ▪ Ensure that test design remains within project scope. ▪ Communicate accurate and useful status reports to Group Lead and other management on a timely basis. ▪ Develop options and recommendations to assist Test Team members in resolving issues. ▪ Communicate effectively with customers and software / hardware suppliers supporting Commonwealth as appropriate. ▪ Conduct post project reviews and quality assessments. ▪ Define testing quality standards as needed. ▪ Ensure that defined processes are followed. ▪ Lead efforts in developing and facilitating implementation of the Test Team goals and metrics.

Program Manager

The Program Manager directs, controls, administers, and regulates an enhancement or development program. The Program Manager is the individual ultimately responsible to the agency. The Program Manager’s primary responsibility is to drive the entire effort from start

to finish. The Program Manager must ensure that the program is completed on schedule and that the final product meets the business, technical, and established quality requirements. The difference between a PM1, PM2, and PM3 will depend on the size of the project, and the breadth and scope of the project.

PM 1

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Responsible for the development of estimates for the enhancement or development effort in planning, analysis, design, construction, testing, and implementation. ▪ Accountable for delivery of all work tasks identified in the program plan. ▪ Responsible for the capture and reporting of required program management metrics. ▪ Adjust and revise estimates when necessary. ▪ Ensure all changes to scope follow processes and are documented. ▪ Ensure new estimates are approved by the client and agreed upon. ▪ Adjust and revise estimates when necessary. ▪ Manage, and track the program progress against the program plan. ▪ Monitor project milestones and phases to ensure the project is on schedule. Take corrective actions if a project begins to slip its schedule. ▪ Prepares status reports on a periodic basis for program team, team leads, group leads, and program manager and appropriate stakeholders. ▪ Plan, organize, prioritize, and manage multiple work efforts across application teams. ▪ Develop the detailed program plan for the enhancement or development effort ▪ Accountable for the final program management evaluation review with stakeholders for approval upon program completion. ▪ Responsible to tailor and baseline all program templates. ▪ Accountable to schedule or monitor status reviews, peer reviews, program management inspections, and software quality assurance work product and process reviews with the appropriate designated resources. ▪ Notify team leads of project timelines, milestones, phases, work requests target dates, and approved executable work package. ▪ Communicate and work with users and client as necessary. ▪ Coordinate and present proposals to agencies as necessary. ▪ Analyze and distribute reports on program metrics associated with work items related to improvement measures. ▪ Ensure processes and activities are followed.

PM 2

Years of Relevant Experience:	5 -7
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in PM 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Accountable for the approval and sign-off of the program plan with customer representatives, such as portfolio managers, and all affected program stakeholders. ▪ Accountable for management of scope for the program and gaining agreement and approval of scope changes with customer representatives and affected stakeholders. ▪ Build and maintain relationships with key stakeholders and customer representatives. ▪ Direct work planning and scheduling design work. ▪ Manage, and track the program progress against the program plan. ▪ Serve as the primary point of contact for all program-related issues and resolution of issues. ▪ Coordinate and present proposals to agencies as necessary. ▪ Identify and manage program risk and develops risk mitigation strategies, track to closure. ▪ Ensure team leads adjust and revise estimates when necessary. ▪ Anticipate issues and proactively address them. Resolve conflicts with sensitivity and tact. ▪ Coordinate the establishment of program standards and program specific procedures with team leads. ▪ Responsible for project compliance with standards and procedures. ▪ Responsible for the capture and reporting of required program management metrics. ▪ Responsible to tailor and baseline all program templates. ▪ Develop and facilitate achievement of program service commitments and performance metrics. ▪ Ensure that tasks provide value and support the strategic direction of the program and meet service commitments; conduct reviews with agencies. ▪ Accountable for the final program management evaluation review with stakeholders for approval upon program completion. ▪ Communicate effectively with customers and software / hardware suppliers supporting Commonwealth as appropriate. ▪ Identify and track issues. ▪ Balance workload with program members' capacity. ▪ Communicate to team members how their work assignments relate to and help achieve program objectives. ▪ Plan program specific training and orientation needs.
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PM3

Years of Relevant Experience:	7 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in PM 2 plus the following:</p> <ul style="list-style-type: none"> • Accountable for activities with excess delivery cycles of 8 to 12 months.

System Specialist

The System Specialist is knowledgeable on the usage and support of a collection of development platforms or technical architectures, and products that run on those platforms. The primary responsibility of a System Specialist is to ensure the availability and facilitate the productive use of a development platform or a test environment for Application Teams or end users. The System Specialist may support one or several instances of a platform/environment, applying their skills directly to a platform/environment and/or leveraging their skills across multiple platforms/environment. The System Specialist may, especially for usage and

support of a platform, be part of an Application Team using the architecture. The System Specialist requires experience and skills in the environment supported and in the operations and in common usage of products for the environment. The System Specialist are responsible for collaborating with Technical Architecture Specialist, Functional Architects, Programmers and vendors to coordinate and enhance the use of the platform and facilitate migration to new versions of the platform.

SS 1

Years of Relevant Experience:	1-3 years in desired environment
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Assist in coordination of testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. ▪ Make recommendations on functional and technical improvements to the environment. ▪ Participate in performance and volume analysis and design. ▪ Participate in performance improvement activities. Identify and apply potential improvements related to the environment for an application. ▪ Provide accurate and complete answers to general use and environment questions in a timely manner. ▪ Provide effective on-site environment support as needed. ▪ Accurately set severity of identified defects. ▪ Provide input to training and/or documentation materials regarding latest technical and functional design changes. ▪ Ensure that all work is documented for future reference. ▪ Follow quality standards. ▪ Ensure effective and reliable backups are being performed and distributed properly. ▪ Proactively address customer needs. ▪ Track and anticipate volume and type of use of the environment. ▪ Plan and implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. ▪ Basic scripting and programming skills, including languages that run on specified platform. ▪ Analytical and customer service skills. ▪ Communicate accurate and useful status updates. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken

SS 2

Years of Relevant Experience:	3-5 years in desired environment
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in SS 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Plan and manage network operating system upgrades. ▪ Actively participate in analyzing and evaluating emerging software and hardware technologies/standards. ▪ Serve as a liaison between teams for network planning and connectivity. ▪ Develop appropriate functional and usability standards for the environments. ▪ Plan or assist in planning network environment, including supporting existing structure and enhancements. ▪ Plan and coordinate testing changes, upgrades and new and standard products, ensuring systems will operate correctly in current and future environment. ▪ Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application or Environment team. Develop contingency plans as necessary. ▪ Analyze the functional and/or technical impact of new product releases. ▪ Advanced scripting and programming skills, including languages that run on specified platform. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner. ▪ Identify and track issues, risks and action items.
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SS 3

Years of Relevant Experience:	5 plus years in desired environment
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in SS 2 plus the following:</p> <ul style="list-style-type: none"> ▪ Identify opportunities for new and improved technologies/standards to be used in the organization. ▪ Identify, plan, and implement phase-out strategies for products and technologies. ▪ Plan and coordinate testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. ▪ Demonstrate expertise in teaching/conveying technical courses/concepts. ▪ Assist in setting architecture direction and knowledge sharing. ▪ Plan, organize, prioritize, and manage multiple work efforts the Application or Environment Teams. ▪ Develop appropriate work programs and use to effectively schedule tasks/assignments.

Functional Architect

The Functional Architect is the functional expert for an application, a defined set of applications or a portfolio of related applications. The Functional Architect is also responsible for bringing an understanding of the enterprise, business system and industry to the team(s) supporting or interfacing with the application. The primary responsibility of a Functional Architect is to provide expertise in the business process supported by the application, to prepare and review designs, to recommend improvements, and to provide guidance during the testing process. The Functional Architect helps the Programmers establish a clear understanding of the business functional requirements and either creates the functional designs to meet the requirements or reviews and approves the designs written by the Programmers. The Functional Architect must understand all aspects of their specific application(s), and the underlying business process. The more experienced Functional Architect plans, analyzes, and defines high-level software strategies and solutions. Contained in the experienced role is the task of coordinating with

other Functional Architects to define technical requirements and long range plans for meeting customer requirements.

FA 1

Years of Relevant Experience:	Less than two years in particular application area
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Analyze, determine, and document functional requirements. ▪ Provide definition on how the applications will support business requirements. ▪ Conduct impact analyses of business requirements on the system. ▪ Work with Technical Architecture Specialist in defining software / hardware requirements. ▪ Gather and interpret user requirements into design specifications. ▪ Participate in design of application. ▪ Participate in design code and test reviews as appropriate. ▪ Provide inputs to test planning. ▪ Complete assigned tasks. ▪ Communicate accurate and useful status updates. ▪ Follow quality standards. ▪ Ability to work in a team environment ▪ Strong communication skills; both written and spoken

FA 2

Years of Relevant Experience:	2 to 4 years in particular application area
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in FA 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Act as the application(s) functional expert; providing expertise in the business process supported by the application. ▪ Provide detailed definition on how the applications will support business requirements. ▪ Work with Technical Architecture Specialist in planning and delivering technical architecture. ▪ Provide expertise for defining functional architecture and infrastructure for applications. ▪ Plan and develop user interface strategy. ▪ Direct and participate in design of application. ▪ Interpret and understand user requirements/design specifications. ▪ Provide detailed definition on how the applications will support business requirements. ▪ Work with Technical Architecture Specialist in defining software / hardware requirements and in planning and delivering architecture. ▪ Provide expertise for defining architecture and infrastructure for applications. ▪ Review and understand team work plan ▪ Identify and track issues, risks and action items affecting own work and work of team. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner.

FA 3

Years of Relevant Experience:	4 to 5 years in particular application area
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in FA 2 plus the following:</p> <ul style="list-style-type: none"> ▪ Provide functional expertise to planning organization as required. ▪ Review tasks prior to migration into production as appropriate. Provide assistance in scheduling design work for Lead Functional Architect. ▪ Coordinate the design and development of work estimates and act as the primary point of contact. Assist in managing and directing application team processes. ▪ Organize and prepare work effectively to facilitate proactive resolution of problems. ▪ Work with client and Lead Functional Architect to identify direction of software. ▪ Ensure business requirements are supported by the software. ▪ Identify and initiate continuous improvement opportunities. ▪ Define user interface strategies. ▪ Understand specific business needs and overall business strategy of the business customer.
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FA 4 (Lead)

Years of Relevant Experience:	Five plus years in particular application area
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in FA 3 plus the following:</p> <ul style="list-style-type: none"> ▪ Guide processes for Functional Architects and direct work planning and design activities. ▪ Provide standard, well-structured work planning which defines scope, resources, commitments, quality, risk, tasks, and acceptance criteria. ▪ Ensure that overall application designs remain within project scope. ▪ Work with customer business units to understand their business processes. ▪ Work with customer business units and client to identify direction of software. Ensure business requirements are supported by the software. ▪ Ensure goals for Functional Architects are being met and manage team commitments. ▪ Analyze, define, and document how the applications will support functional and business requirements. Coordinate these efforts with Functional Architects. ▪ Understand supporting/interfaces system applications. ▪ Approve the determined need for new software/hardware. ▪ Understand prioritization work based on business needs request/releases for work affecting an application. ▪ Manage the accomplishment of delivery metrics, Service Level Agreements and other contractual obligations within areas of responsibility. ▪ Sponsor coordination of the required skills, training, methodologies, and processes to ensure the success of team/project/program goals. ▪ Coordinate and conduct project review meetings with Group Lead Functional Architects and Team Leads. ▪ Communicate and resolve application interface issues with other Lead Functional Architects as needed. ▪ Monitor and measure maintenance and development process effectiveness. ▪ Communicate clearly the program/application goals, operational and organizational philosophies, and policies and procedures to the Functional Architects. ▪ Communicate to team members the relationships between their work and assignments and the organizational and/ or program objectives.

The Product Specialist is the expert for a technical development or execution environment product or set of products. The primary responsibility of a Product Specialist is to ensure the availability and facilitate the productive use of a product for Application Teams or end users. The Product Specialist may own part of a product, all of one, or several products depending on the nature of the product(s) and their use. The Product Specialist requires significant to expert experience and skills in the product supported. The Product Specialist will usually also have significant experience in the operating environment(s) (e.g., HP/UX, NT, MVS, etc) on which the product is implemented. If the product is one that was internally developed, the supporting PS should also have most of the skills of a Programmer. The Product Specialist is responsible for collaborating with Technical Architecture Specialist, System Specialists, Programmers and vendors to ensure and enhance the use of the product and effect migration to new versions of a product.

PS 1

Years of Relevant Experience:	1 to 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Make sound recommendations on functional and technical improvements to the product. ▪ Analyze the functional and technical impact of product planning decisions. ▪ Develop appropriate functional and usability standards for products. ▪ Track and document expected volume and type of use of the product. ▪ Participate in product design reviews to verify that design meets quality standards and functional/technical requirements. ▪ Perform impact analyses on production fixes and enhancements to establish priorities. ▪ Provide basic product support and provide accurate and complete answers to detailed product questions in a timely manner. ▪ Provide effective on-site product support as needed. ▪ Accurately sets severity of identified defects. ▪ Provide input to training and / or documentation materials regarding latest technical and functional design changes. ▪ Document all work for future reference. ▪ Review the system test approach and conditions used as the basis for detailed test scenarios. ▪ Follow quality standards. ▪ Analytical and customer service skills. ▪ Communicate accurate and useful status updates. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken

PS 2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in PS 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Actively contribute as an expert or actual designer. ▪ Coordinate product design reviews to verify that design meets quality standards and functional/technical requirements. ▪ Provide accurate estimates for design and programming efforts for system changes and enhancements. ▪ Coordinate enhancements to business and logical data models with data base administration to make the appropriate changes to the physical data model. ▪ Confirm that technical architecture will support all changes required by product enhancements. ▪ Effectively lead product tests and trials. ▪ Identify appropriate business examples to illustrate key concepts / features. ▪ Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary. ▪ Apply specific expertise to ensure that products meet defined customer objectives. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner. ▪ Identify and track issues, risks and action items.
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PS 3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in PS 2 plus the following:</p> <ul style="list-style-type: none"> ▪ Demonstrate expertise in teaching / conveying technical and / or functional courses / concepts. ▪ Develop appropriate work programs / budgets and use to effectively schedule tasks / assignments. ▪ Identify improvements to project standards to achieve high quality services / products.

Technical Writer

The Technical Writer develops and maintains user and technical documentation and project process documentation for Application Teams. Technical Writer understands the user's view of applications and /or technology and is able to put procedures in a logical sequence.

The experienced Technical Writer provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications within their Tower.

TW 1

Years of Relevant Experience:	1 to 3 years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<ul style="list-style-type: none"> ▪ Develop, enhance, and maintain user documentation for multiple applications including documentation required for the operations provider. ▪ Develop on-line source documentation as appropriate. ▪ Maintain documentation libraries and subscription lists. ▪ Identify, create, revise, and maintain documentation and templates needed by the Application Teams. ▪ Ensure appropriate control access/use of documentation materials. ▪ Maintain application and user documentation. ▪ Ensure messages and terminology is consistent across all written materials. ▪ Research and complete documentation service requests. ▪ Communicate and work with customers and other Client Telecommunications personnel as necessary. ▪ Work with Application Team members to enhance their understanding of end-user and technical documentation. ▪ Communicate accurate and useful status updates. ▪ Manage and report time spent on all work activities. ▪ Follow quality standards. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken
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TW 2

Years of Relevant Experience:	3 to 5 years.
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in TW 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Review and prioritize documentation service requests. ▪ Determine procedures for use of on-line documentation tools and version control documentation as appropriate. ▪ Assist or guide other Technical Writer as needed to develop and maintain user and technical documentation for their assigned applications. ▪ Educate both business and technical groups on the essential need for developing and using standard documentation for all processes. ▪ Organize and prepare work effectively to facilitate proactive resolution of problems, rather than reactive. ▪ Research problems before approaching Lead Technical Writer or Team Lead for assistance. ▪ Assist the Application Team Lead in monitoring budget by providing estimated-time-to-complete and actuals for assigned tasks. ▪ Identify and make recommendations around documentation and templates needed by the Application Teams. ▪ Work with users and other Commonwealth personnel to ensure that the solutions meet Commonwealth business requirements. ▪ Identify and initiate continuous improvement opportunities. ▪ Direct the development of accurate estimates for documentation requests/activities as required ▪ Develop options and recommendations to assist documentation team members in resolving issues. ▪ Lead efforts in developing and facilitating implementation of the Documentation team goals and metrics. ▪ Develop workable, practical, measurable work plans defining activities, schedules and tasks with Team Leads and the Lead Technical Writer ▪ Review and understand the Application Teams workplan. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner. ▪ Identify and track issues, risks and action items.
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TW 3 (Lead)

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in TW 2 plus the following:</p> <ul style="list-style-type: none"> ▪ Review and approve procedures for use of on-line documentation tools as appropriate. ▪ Identify business and technical documentation needs not currently addressed. ▪ Manage Technical Writer. ▪ Own documentation libraries and subscription lists. ▪ Promote the need for developing and using standard documentation for all processes within the organization. ▪ Perform detailed reviews of interim and final tasks as appropriate. ▪ Oversee processing of service requests. ▪ Manage, deploy, and schedule Technical Writer activities. ▪ Develop and manage short and long-term documentation plans and schedules. ▪ Understand work requests/needs within Application Teams ▪ Manage the accomplishment of delivery metrics in support of contractual obligations in the areas of service delivery, on time performance. ▪ Work with Team Leads and Group Leads to set documentation goals. ▪ Ensure work remains within the agreed project scope. ▪ Coordinate work with other Lead Technical Writers as appropriate. ▪ Coordinate and procure the required skills and techniques required by the Application Teams for documentation needs. ▪ Communicate accurate and useful status reports to Group Lead and other management on a timely basis. ▪ Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary. ▪ Manage expectations of the Technical Writers' internal and external customers. ▪ Define documentation quality standards as needed. ▪ Conduct post project reviews and quality assessments. ▪ Ensure that defined processes are followed. ▪ Communicate related improvement measures to the team. ▪ Communicate clearly to Technical Writers their goals, organizational philosophies, and policies and procedures.
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Technical Architecture Specialist

The Technical Architecture Specialist is the technical expert centered on a technology, technologies or a portfolio of applications. The Technical Architecture Specialist is the technologist who coordinates with other parties in setting the technical approach and direction and implementation for work. The Technical Architecture Specialist provides technical design expertise, defines what technical requirements are needed to support defined business requirements, participates in detailed design and code reviews, reviews system performance issues, reviews test plans, and provides technical guidance to the Application Team and Test Team members. The Technical Architecture Specialist is responsible for collaborating with the Team Lead(s) to coordinate project schedules, budgets, request management, and work authorization. The expert level Technical Architecture Specialist will interface with Executive Sponsors, Group Leads, and Lead Functional Architects to convey infrastructure requirements, plan, and schedule deployment of tasks, and resolve any issues that impact the deployment of the Application Delivery systems.

TAS 1

Years of Relevant Experience:	1 to 2 years
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Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Define test plans and criteria for acceptance for the technical components of an application. ▪ Ensure business requirements are supported by the technical architecture. ▪ Assist in leading technical direction of software; coordinating and presenting proposals to Group Leads, Leads, and the client. ▪ Define and evaluate logical and physical data models. ▪ Assist in development of overall system technical architecture - including software and hardware. ▪ Define test plans and criteria for acceptance for the technical components of an application. ▪ Analyze, determine, and document technical requirements and change request impact analysis. ▪ Participate in detailed design and product test execution as required. ▪ Develop technical programming standards. ▪ Ensure business requirements are supported by the technical architecture. ▪ Conduct structured walk-throughs or inspections for technical areas; resolve issues. ▪ Assist in defining technical programming standards. ▪ Communicate accurate and useful status updates. ▪ Manage and report time spent on all work activities. ▪ Follow quality standards. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken

TAS 2

Years of Relevant Experience:	2 to 5 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in TAS 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Develop overall system technical architecture - including software and hardware. ▪ Perform review of technical designs, code, and component test plans. ▪ Resolve and / or assist in resolving cross application technical issues. ▪ Conduct structured walk-throughs or inspections for technical areas; resolve issues. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner. ▪ Identify and track issues, risks and action items.

TAS 3

Years of Relevant Experience:	5 plus years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in TAS 2 plus the following:</p> <ul style="list-style-type: none"> ▪ Ensure consistency and completeness across data models. ▪ Plan and deliver development architecture environments in coordination with the Environmental Support Specialist. ▪ Assist in managing and directing team's technical architecture processes. ▪ Provide assistance in scheduling design work for Lead Technical Architecture Specialist. ▪ Develop and document expert practices/ standards. ▪ Possesses strong analysis, presentation, documentation and quality assurance skills. ▪ Analyze, determine, and document technical requirements and impact analysis for technical and development architectures. ▪ Explain defect priorities and enhancement classifications to client and customer when needed. ▪ Maintain awareness of new technological developments in industry and processes - implement concepts appropriately. ▪ Lead or participate in setting the service levels for the application. ▪ Define overall system logical architecture. ▪ Provide standard, well-structured work planning which defines scope, resources, milestones, quality, risk, tasks, and acceptance criteria. ▪ Prepare contingencies, scenarios, scenario plans and action items to resolve issues. ▪ Lead efforts in providing technical expertise, guidance, and training to the Application and Test Teams.
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TAS 4 (Lead)

Years of Relevant Experience:	5 plus years, and 1 to 2 years project management experience
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in TAS 3 plus the following:</p> <ul style="list-style-type: none"> ▪ Communicate effectively with IT staff, client organization and software / hardware suppliers. ▪ Lead efforts in designing technical strategy, direction and approach, technical architecture, data architecture, development architecture, performance tuning, performance and capacity analysis, technical standards, technical reliability and flexibility. ▪ Design and define overall system technical architecture - including software and hardware within the framework and constraints of technical architecture. ▪ Evaluate alternative designs. ▪ Maintain control of specific tools and assets. ▪ Own the technical architecture for a portfolio of applications, including the interpretation and application of the technical architecture. ▪ Plan, design development and/or execution of architectures. Participate in the plan and design of technical architecture. ▪ Assist with the preparation of estimates for new technology applications and maintenance of existing applications as part of Service Management. ▪ Provide experience in utilizing the project architecture. Acknowledged as highly competent in one or more technologies. ▪ Communicate accurate and useful status reports and other management on a timely basis. ▪ Coordinate and conduct project architecture, infrastructure review meetings, and portfolio review meetings with Group Lead, Lead Functional Architects, and Team Leads. Integrate issues and identify impacts. ▪ Communicate and resolve application interface issues. ▪ Communicate to team members the relations between their work assignments and the organizational and/ or program strategy, objectives, business and technology needs of the application / system. ▪ Share knowledge across teams with both similar and non-similar applications, specifically focusing on Technical Architecture ▪ Interpret and communicate technical architecture to the Technology Application Architecture Team (s).
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Team Lead

The Team Lead manages an Application Team to deliver services according to defined service level commitments owned by the Application Team. The Team Lead coordinates resources and work to deliver solutions to customers on time and within budget. The Team Lead is assigned responsibility and accountability for overseeing the successful completion of all work assigned to the Application Team.

The Team Lead is a process expert within the Application Team, understanding the software development / maintenance processes and verifying process conformance. The Team Lead will monitor stability of production applications owned by the Application Team. The Team Lead assists Application Team members in development activities and reviews tasks as required.

The Team Lead manages and updates progress towards Application Team objectives, assists Application Team members in resolving problems, and engages in personnel management and guidance to Application Team members. The Team Lead fosters a positive work environment by mentoring, supporting, and committing to the professional development of Application Team members. The Team Lead reports to the Group Lead or Program Manager, as appropriate.

The difference between a TL1 and a TL2 will depend on the size of the project, and the breadth and scope of the project.

TL 1 (High)

Years of Relevant Experience:	4 to 5 years, and 1 to 2 years project management experience.
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Monitor stability of production applications owned by Application Team. ▪ Prepare estimates for maintenance and enhancement of existing applications and development of new applications. ▪ Perform detailed reviews of interim and final tasks as appropriate. ▪ Process work requests; review, prioritize, and package. ▪ Manage and review tasks of suppliers and other interfaces to the Application Team. ▪ Conduct structured walk-throughs or inspections; manage issues to closure. ▪ Develop and manage short and long-term plans and schedules. ▪ Direct the development of accurate estimates for Application Team activities as required. ▪ Balance workload with Application Teams capacity by managing the Application Teams activities according to schedule. ▪ Manage the accomplishment of delivery metrics to support contractual obligations in the areas of service delivery and on time performance commitments and productivity improvement. ▪ Ensure work remains within the agreed scope. ▪ Track workplan baseline against results. ▪ Coordinate / communicate with Group Leads and / or Program Manager to ensure initiatives are in accordance with agreed customer commitments as planned. ▪ Proactively identify and manage issues/risks affecting the project. ▪ Communicate accurate and useful status to Group Lead and other management on a timely basis. ▪ Identify and initiate continuous improvements. ▪ Instill commitment to quality, customer service, ownership, and teamwork. ▪ Conduct post project wrap-ups. ▪ Monitor and measure maintenance and development process effectiveness. ▪ Ensure that defined processes are followed. ▪ Manage expectations of the Application Teams internal and external customers. ▪ Facilitate communication and knowledge sharing within the Application Teams. ▪ Maintain awareness of new developments in industry and processes and apply as appropriate. ▪ Develop and deepen understanding of system business requirements supported by the Application Team. ▪ Communicate clearly the Application Team goals, organizational philosophies, and policies and procedures to the Application Teams. ▪ Conduct structured walk-throughs or inspections; manage issues to closure. ▪ Communicate clearly the Application Team goals, organizational philosophies, and policies and procedures to the Application Teams.

TL 2 (Expert)

Years of Relevant Experience:	5 plus years, and 2 to 3 years project management experience
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in TL 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Manage the resolution of high severity production problems. ▪ Manage and direct Application Team activities employing appropriate program management and planning principles. ▪ Coordinate work with other Team Leads as appropriate. ▪ Coordinate and procure the required skills and techniques required by the Application Team.
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Software Process Engineer

The Software Process Engineer is responsible for implementing and supporting a set of standard software engineering processes used by agencies. The Software Process Engineer participates in the entire life-cycle of software process improvement initiatives. This includes the planning, analysis, design, construction, testing, and implementation of new processes. The Software Process Engineer is responsible for identifying opportunities for improving existing processes and implementing appropriate solutions.

The Software Process Engineer is also responsible for supporting projects and individual Teams in the use and understanding of processes on an ongoing basis. The Software Process Engineer is responsible for collaborating with the Team Lead(s) and Program Managers to provide guidance to team members and facilitate continual software process improvement. The Software Process engineer must understand all aspects of the specific processes used by the Teams. The Software Process Engineer must also be familiar with industry process models and standards.

SPE 1

Years of Relevant Experience:	3 years in Computer Software development
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Facilitate the implementation of standard software engineering processes. ▪ Identify software development process improvement opportunities either independently or through working with projects and teams. ▪ Assist in planning software process improvement initiatives. ▪ Direct and participate in teams working on the analysis, design, construction, testing, and implementation of new processes. ▪ Work with projects and teams to define the need for tailored processes and tools and assist in implementation, as appropriate. ▪ Provide ongoing support to projects and teams in the use and understanding of the software processes. ▪ Provide on-site support for teams on process related issues. ▪ Provide assistance to the Software Process Engineer Lead in planning and scheduling activities. ▪ Provide support in tracking and monitoring the success of process improvement initiatives. ▪ Monitor and solicit feedback on the usability and functionality of implemented processes. ▪ Communicate accurate and useful status updates. ▪ Manage and report time spent on all work activities. ▪ Follow quality standards. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken

SPE 2

Years of Relevant Experience:	5 years in software development and testing
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	All roles specified in SPE 1 plus the following: <ul style="list-style-type: none">▪ Facilitate the implementation of standard software engineering processes across agencies.▪ Determine time estimates and schedule for own work and resolve issues on a timely basis.▪ Identify and track issues, risks and action items.▪ Determine process to support various initiatives.▪ Lead the development of content for process training and deliver process training as appropriate.▪ Coordinate with various teams about process improvement opportunities.▪ Anticipate and resolve issues specific to the team.▪ Determine time estimates and schedule for own work and resolve issues in a timely manner.▪ Identify and track issues, risks and action items.

SPS 3

Years of Relevant Experience:	7 years total experience; 5 years in software development and testing
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	All roles specified in SPE 2 plus the following: <ul style="list-style-type: none">▪ Organize and prepare work effectively to facilitate proactive resolution of problems.▪ Anticipate and resolve issues on a timely basis.▪ Communicate accurate and useful status as appropriate.▪ Demonstrate and promote a focus on client service.▪ Communicate effectively with suppliers as appropriate.▪ Work with internal customers and others to identify direction of software process.▪ Identify knowledge in a form that is reusable.

Quality Assurance Specialist

The Quality Assurance Specialist (QAS) is responsible for the design, pilot, and implementation of the software quality assurance review processes. The QAS Specialist will work with Application Teams during pre and post assessment periods. The QAS Specialist reports to the Quality Assurance Team Lead. For each phase end review the Quality Assurance Specialist is responsible to plan, schedule, execute, and document findings of the review. Quality Assurance Specialists must have a detailed understanding of processes which support the software development lifecycle. The Quality Assurance Lead is responsible for communicating with Commonwealth regarding the progress of the quality approach and a summary of the metrics, as well as managing the Quality Assurance Specialists.

QAS 1

Years of Relevant Experience:	3 years software development and testing
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<ul style="list-style-type: none"> ▪ Assist in software activities in defined span of control for the organization. ▪ Track and monitor process and work product improvement opportunities. ▪ Collect, review, and evaluate the project's required work products against standard work product templates. ▪ Verify that established measurement procedures are used and all required metrics are collected ▪ Respond to requests for information. ▪ Coordinate work with others on team and across teams ▪ Draft report of observations, minor and major non-compliance. ▪ Develop quality standards. ▪ Monitor progress of action item resolution activity and ensure appropriate internal stakeholders are aware of pending deadlines. ▪ Conduct training courses with project teams on software quality review process. ▪ Research problems before approaching Quality Assurance Lead for assistance. ▪ Communicate accurate and useful status updates. ▪ Manage and report time spent on all work activities. ▪ Follow quality standards. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken
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QAS2

Years of Relevant Experience:	5 years software development, testing, and project management
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in QAS 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Conduct software quality phase end review activities (work product and process) for each software project and produce the required quality assurance reports, as specified in the project's quality assurance plan. ▪ Ensure the software development process followed by the project teams is compliant with approved tailored processes. ▪ Review and check project's software development activities and the associated internal tasks required by the agencies as employed by the project and specified in the project plan. ▪ Prepare preliminary software quality audit package for review before conduct of audit. ▪ Define quality standards. ▪ Monitor progress of action item resolution activity and ensure appropriate stakeholders are aware of pending deadlines. ▪ Assist in managing and improving quality assurance team processes. ▪ Review and understand project team work plan. ▪ Determine time estimates and schedule for software quality review work. Conduct reviews according to schedule. ▪ Organize and prepare work effectively to facilitate proactive resolution of problems, rather than reactive. ▪ Identify and track issues, risks and action items affecting own work and work of team. ▪ Report on progress of action item resolution and possible risk areas. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner.
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QAS 3

Years of Relevant Experience:	7 years software development, testing and project management
Preferred Education:	4 year college degree or equivalent technical study

<p>Role Description:</p>	<p>All roles specified in QAS 2 plus the following:</p> <ul style="list-style-type: none"> ▪ Review project's required work products to ensure compliance with approved tailored procedures and standards. ▪ Review and check project's software development activities and the associated internal tasks required as employed by the project and specified in the project plan. ▪ Compare actual project procedures to the specified standards, procedures, and, if required, specific 3rd party contractual requirements. ▪ Perform detailed reviews of interim and final tasks as appropriate. ▪ Ensure process improvement opportunities are reviewed by appropriate contact to identify training needs of the organization. ▪ Perform or manage the required software quality phase end reviews of work product and process for each software project and produce the required software quality reports, as specified in the project's software quality plan. ▪ Develop, and manage short and long-term plans and schedules for organization wide software quality needs. ▪ Balance workload with team's capacity by managing the team's activities according to schedule and budgets. ▪ Coordinate and procure the required skills and techniques required. ▪ Obtain feedback from project teams regarding the overall effectiveness of processes and procedures – Forward to appropriate stakeholders and process owners. ▪ Provide feedback to project teams regarding process/procedure improvement opportunities and other potential areas for improvement discovered during software quality activities. ▪ Report all software quality-revealed non-compliance. ▪ Provide regular reports on the results of compliance reviews to the project team, project team leaders and management. Report on progress on action item resolution and possible risk areas. ▪ Anticipate and resolve issues dealing with software quality. ▪ Develop options and recommendations to assist teams in resolving issues. ▪ Ensure action items are addressed and closed based on agreed dates and activities. ▪ Ensure that defined processes are followed. ▪ Communicate related improvement measures to the project team. ▪ Obtain feedback from project teams regarding the overall effectiveness of software quality processes followed. Review with team and develop continuous improvement action plans. Report status to executive team. ▪ Communicate and work with customers and other personnel as necessary. ▪ Communicate clearly the team goals, organizational philosophies, and policies and procedures to the team. ▪ Communicate to team members the relationship between their work assignments and the team and project objectives. ▪ Lead efforts in developing and facilitating implementation of team goals and metrics.
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System Administrator

The System Administrator is responsible for server back up and security, along with performance tuning and capacity planning. System Administrators should possess an understanding of network and distributed computing concepts. This is accomplished by working with the Systems Management Team Lead to understand the scope of services to be provided and assessing the impact they will have on the technical infrastructure.

SA 1

Years of Relevant Experience:	Less than 2 years
Preferred Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none">▪ Familiarity with most basic system administrator tools and process; for example, can boot/shutdown a machine, add and remove user accounts, use back up programs, and maintain system database files.▪ Maintain the project servers.▪ Maintain the file and print capacity▪ Ensures that backups are performed as appropriate.▪ Act as a front-line interface to users.▪ Accepts trouble reports and dispatch them to appropriate system administrators.▪ Ability to write scripts in a particular administrative language.▪ Programming experience with any applicable language.▪ Communicate accurate and useful status updates.▪ Manage and report time spent on all work activities.▪ Follow quality standards.▪ Ability to work in a team environment▪ Complete assigned tasks.▪ Strong communication skills; both written and spoken

SA 2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in SA 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Responsible for operating and other system software. ▪ Responsible for upgrading the operating and system software and keeping patches current. ▪ Familiarity with fundamental networking/distributed computing environment concepts. ▪ Ability to do minimal debugging and modification of programs. ▪ Execute the disaster recovery/back up procedures and archiving procedures. ▪ Manage security for servers. ▪ Responsible for performance tuning, capacity planning, database administration, and fault management. ▪ Provide tier two support of the technical infrastructure. ▪ Coordinating efforts with vendors if tier three support is required. ▪ Responsible for ensuring high priority issues are resolved in a timely manner. ▪ Responsible for keeping the environment up and running. ▪ In many cases is responsible for identifying and reporting hardware problems. ▪ Capable of writing purchase justifications. ▪ Understands basic routing concepts. ▪ Identify and track issues, risks, and action items. ▪ Resolve and/or assist in resolving issues. ▪ Review, prioritize, and research service requests. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner.
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SA 3

Years of Relevant Experience:	4 plus years
Preferred Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in SA 3 plus the following:</p> <ul style="list-style-type: none"> ▪ Solid understanding of networking/distributed computing environment concepts. ▪ Understands principles of routing client/server programming. ▪ Manage expectations at all levels: customers/end users, executive sponsors. ▪ Ensure quality standards are followed. ▪ Understand the business application of technical support and design in an application development environment. ▪ Work with the various Infrastructure teams and operations provider to identify the strategic direction of systems management activities. ▪ Understands the design of consistent network-wide file system layouts ▪ Maintain strong relationships with employees and various tier two and three support groups. ▪ Develop plans for disaster recovery/ back up and archiving. ▪ Manage the daily operations of the systems management team to ensure service levels are being met. ▪ Manage the systems management team's support issue and backlog. ▪ Monitor the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels. ▪ Act as the first level of escalation for high priority support issues. ▪ Function as the liaison to the various support groups with whom the systems management team interfaces. ▪ Develop the technical infrastructure maintenance strategy. ▪ Manage the system management resources. ▪ Act as a system's management expert. ▪ Analyze, determine, and document requirements in terms of system management needs and implement them. ▪ Identify, approve, and prioritize team projects. ▪ Manages a large site or network. ▪ Recommends policies on system use and services.
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Database Administrator

The Database Administrator is responsible for data analysis and database management. Database Administrators typically are involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Database Administrators have a range of skills and knowledge of the utilities and production tools used for data storage management to support the Application Team.

DBA 1

Years of Experience:	2 to 3 years
Education:	4 year college degree or equivalent technical study
Role Description:	<ul style="list-style-type: none">▪ Skilled data dictionary analysis and design and data model analysis design.▪ Maintains central data repository.▪ Experience and knowledge in supporting application system development life cycle.▪ Responsible for data dictionary backup and recovery.▪ Responsible for definition of standards of data dictionaries.▪ May program dictionary analysis and maintenance software.▪ Perform performance tuning.▪ Monitor database performance and space requirements.▪ Schedule and monitor end of day data warehousing jobs.▪ Assist in coordinating software releases.▪ Communicate accurate and useful status updates.▪ Manage and report time spent on all work activities.▪ Follow quality standards.▪ Ability to work in a team environment▪ Complete assigned tasks.▪ Strong communication skills; both written and spoken

DBA 2

Years of Experience:	3 to 5 years
Education:	4 year college degree or equivalent technical study
Role Description:	<p>All roles specified in DBA 1 plus the following:</p> <ul style="list-style-type: none">▪ Business systems analysis and design experience.▪ Logical data modeling techniques.▪ Production environment Tools/Utilities.▪ Knowledgeable in data analysis and database management techniques.▪ Execution of all responsibilities with little direct supervision of Team Lead.▪ Administration and scripting experience in relative platform.▪ Supervise performance tuning.▪ Author shell scripts to perform back up, restore, and monitoring tasks.▪ Anticipate and resolve issues specific to the team.▪ Determine time estimates and schedule for own work and resolve issues in a timely manner.▪ Identify and track issues, risks and action items.

DBA 3

Years of Experience:	5 plus years
Education:	4 year college degree or equivalent technical study

Role Description:	<p>All roles specified in DBA 2 plus the following:</p> <ul style="list-style-type: none"> • Highly skilled at database design, installations, conversions. • Responsible for database backup and recovery procedures, access security and database integrity, physical data storage design and data storage management. • Participates in Database Management System selection and maintains database performance. • Expertise in specific Database Management Systems. • Knowledge of various Database Management System products. • Provide status of work to Project Team Lead. • Engage in ongoing process improvement.
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Help Desk Support

Support in-house help desk teams by providing the skills listed below.

HDS 1

Years of Experience:	1 to 3 years field experience
Education:	2 year associates degree or equivalent technical study
Role Description:	<ul style="list-style-type: none"> ▪ Provide service and preventive maintenance activities on element exchange/baseline products (products with element exchange service and traditional maintenance philosophies; i.e., terminals, printers, personal computers, etc.). ▪ Basic knowledge of electrical/mechanical principles and basic electronics. ▪ Read and comprehend technical service manuals and publications. ▪ Knowledge of basic mathematics to read and understand various gauges, meters, and measurement devices. ▪ Able to diagnose and repair products by replacing worn or broken parts, and making technical adjustments. ▪ Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. ▪ Take active role in suggesting peripheral equipment. ▪ Detect and correct equipment errors. ▪ Prioritize and schedule own workload. ▪ Needs technical assistance on complex problems ▪ Assist in coordination of changes, upgrades and new products, ensuring systems will operate correctly in current and future environment. ▪ Provide accurate and complete answers to general use and administrative environment questions in a timely manner. ▪ Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. ▪ Communicate accurate and useful status updates. ▪ Manage and report time spent on all work activities. ▪ Follow quality standards. ▪ Ability to work in a team environment ▪ Complete assigned tasks. ▪ Strong communication skills; both written and spoken

HDS 2

Years of Experience:	3 or more years field experience
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Education:	2 year college degree or equivalent technical study
Role Description:	<p>All roles specified in SI 1 plus the following:</p> <ul style="list-style-type: none"> ▪ Thorough knowledge of electrical/mechanical principles and basic electronics. ▪ Knowledge of system relationships and telecommunications. ▪ Application of technical skill to a variety of equipment types. ▪ Diagnoses and repairs industry systems products. ▪ Perform routine service and repairs on industry system products without assistance. ▪ Anticipate and resolve issues specific to the team. ▪ Determine time estimates and schedule for own work and resolve issues in a timely manner. ▪ Identify and track issues, risks and action items.

Data Entry Operator

For data entry projects that require manual key entry and/or data capture through scanning.

DE1

Years of Relevant Experience:	0 to 2 years
Preferred Education	Associates Degree or equivalent
Role Description	<ul style="list-style-type: none"> • Comprehensive PC skills • Able to follow written and spoken instructions • Minimum of 25 wpm • Ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen. • Duties involve utilizing automated equipment, including electronic keyboard, display screen, and sorted memory to perform • Ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques. • Ability to conduct basic data mining and data capture efforts • Services may be required to be provided at supplier's site using supplier's equipment. Typically need an end product of electronic data, typically transmitted through FTP. • Key punch and verify records in specified format (ex. ASCII) • The total number of keystrokes is limited to actual characters, numbers and special characters that are keyed. Spaces, function keys, nulls, and zeros are not counted as keystrokes. • The contractor must complete all data forms within an agreed-upon amount of time from receipt or average a minimum of a set number of strokes each week data forms are in possession. • Error rate cannot exceed 1/2%. Error rate is calculated on a character (not field or record) basis. • Pickup and delivery by contractor to be made on a weekly basis. • For key entry, required that a second individual completed 100% key verification to control errors. • Knowledge of imaging and visual display operating practices, procedures, and techniques. • Knowledge of arithmetic and numbering systems. • Ability to operate equipment with speed and accuracy to ensure information is captured.

DE2

Years of Relevant Experience:	2 to 4 years
Preferred Education:	Associates Degree or equivalent
Role Description	<ul style="list-style-type: none"> • Comprehensive PC skills • Able to follow written and spoken instructions • Minimum of 35 wpm • Ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen. • Duties involve utilizing automated equipment, including electronic keyboard, display screen, and sorted memory to perform • Ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques. • Ability to conduct basic data mining and data capture efforts • Services may be required to be provided at supplier's site using supplier's equipment. Typically need an end product of electronic data, typically transmitted through FTP. • Key punch and verify records in specified format (ex. ASCII) • The total number of keystrokes is limited to actual characters, numbers and special characters that are keyed. Spaces, function keys, nulls, and zeros are not counted as keystrokes. • The contractor must complete all data forms within an agreed-upon amount of time from receipt or average a minimum of a set number of strokes each week data forms are in possession. • Error rate cannot exceed 1/2%. Error rate is calculated on a character (not field or record) basis. • Pickup and delivery by contractor to be made on a weekly basis. • For key entry, required that a second individual completed 100% key verification to control errors. • Knowledge of imaging and visual display operating practices, procedures, and techniques. • Knowledge of arithmetic and numbering systems. • Ability to operate equipment with speed and accuracy to ensure information is captured.

Attachment E - Skill Category Matrix			
Category	Category 1	Category 2	Category 3
Definition	Technologies or skills of a low technical level, and/or the technology is mature, and/or there is a high supply and low demand for resources with the technologies or skill.	Technologies or skills of a mid technical level, and/or the technology is maturing, and/or there is an average supply and demand for resources with the technology or skill.	Technologies or skills of a high technical level, and/or the technology is new, and/or there is a low supply and a high demand for resources with the technology or skill.
Technologies & Skills	4GL Programming with PL/SQL	.Net, Visual Studio .Net, ASP.Net	Sightline
	Access	Analytical and Technical Architecture (Business Process Mapping using UML, Enterprise Architect .NET Microsoft, and Enterprise Architect Sparxsystems)	Capacity Planning
	Accessibility Standards (ACC Verify, MacroMedia, ITB 508)	ASP	Cognos
	Adobe Acrobat	CADD	Data Center (Unisys OEM Version)
	AS/400	Checkpoint Firewall	Data warehouse
	C	Cisco	Database - Mixed Platform
	CICS	Client Server Operating Systems	EC/EDI
	COBOL	Cold Fusion	FileNet
	Com/Com+/DCOM	Database - Client Server	GIS - Infrastructure
	Data Modeling	DSF	SAP
	Database - Mainframe	Encryption	SMS 2003
	DB2	Flash	Websphere/MQ Series
	DC/DB2	FormWare	
	DreamWeaver	GIS - Programming/Analytical (C/S, Web-Deployment)	
	Frontpage	Host Publishing	
	GIS - Digitizing/Scanning/Data Collection	Imaging Systems (Onbase, Key File, Info Image)	
	Homesite	Intelligent Transportation Systems (ITS)(Traffic congestion, weather monitoring, programmable signing, pavement sensing, and other such devices)".	
	HTML	IQU+1	
	IMS DB/DC	ISA	
	ListServe	Java	
	OmniPage ProTesting Tools (LoadRunner/WinRunner)	JavaScript	
	Performance Monitoring - Mainframe	JSP	
	Reporting Tools (eg Crystal)	LAN/WAN Support	
	SAS	Lotus Domino	
	Servlets	M/S Active X	
	SMS and AIX Platform	Middleware (Open Distributed Transaction Integrator (ODTI, Unisys-Proprietary), WebMethods 6.1, publish Subscribe, Data Transformation, Asynchronous Messaging, and Trading Networks suite	
	SOAP	Netegrety Siteminder	
	SQL	Oracle	
	SQL Server	Performance Monitoring - Client Server	
	TSO	PL/SQL	
	Unisys	Powerbuilder	
	Visual Basic	Remedy	
	Visual Fox Pro	Security (encryption)	
	Visual Source Save	SOLARIS	
	Web (Visual Source Save, Accessibility Standards (ACC Verify, MacroMedia, 506), DreamWeaver, and Homesite, Photoshop, Fireworks, Paint Shop Pro)	Tivoli	
		Veritas	
		Windows XP	
		XML (XML, Spy, Data Base Schemas and support, and XSLP)	

ATTACHMENT F - ESTIMATED FUTURE DEMAND	
Job Title	Estimated Hours
Data Entry Operator	11,240
Database Administrator	22,896
Functional Architect	4,565
Help Desk Support	34,484
Product Specialist	23,281
Program Manager	32,636
Programmer	382,676
Quality Assurance Specialist	3,744
Software Process Engineer	161
System Administrator	53,498
Systems Specialist	28,036
Team Lead	4,887
Technical Architecture Specialist	148,279
Technical Writer	5,360
Tester	16,164
Total Hours for All Job Titles	771,907
<p>This table is given to the contractors for informational purposes only. This is not a guarantee of work, nor will CWOPA be bound to delivering any volume of work to the awarded contractor.</p>	

Attachment G - Standard Contract Terms and Conditions for Department of General Services Statewide Contracts
for Services

<http://www.dgs.state.pa.us/dgs/lib/dgs/forms/comod/procurementforms/gspur11d.pdf>

ATTACHMENT H – SPECIAL TERMS AND CONDITIONS

ORDER OF PRECEDENCE: These Special Contract Terms and Conditions supplement the Standard Contract Terms and conditions for Statewide Contracts for Services. To the extent that these Special Contract Terms and Conditions conflict with the Standard Contract Terms and conditions for Statewide Contracts for Services, these Special Contract Terms and Conditions shall prevail.

TERM OF THE CONTRACT: The Contract shall commence on the Effective Date which shall be no earlier than date of award and expire on June 30, 2006.

OPTION TO EXTEND: The Department of General Services (DGS) reserves the right, upon notice to the Contractor, to extend the Contract or any part of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

PROVISIONS FOR PIGGYBACKING OFF OF THIS CONTRACT: Act 57 of May 15, 1998, as amended, permits local public procurement units to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to local public procurement units. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit corporation operating a charitable hospital. Local public procurement units which elect to participate in the contract will order items directly from the contractor and will be responsible for payment directly to the contractor.

Those local public procurement units listed above which issue orders under the contract are intended beneficiaries under the contract and are real parties in interest with the right to sue and be sued without joining the Commonwealth of Pennsylvania Department of General Services as a party.

If your firm is awarded a contract, it agrees to provide the awarded items at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to political subdivisions and public authorities and public procurement units that elect to participate in the contract.

INVOICES:

- a) Unless otherwise specified in a PO, subject to Issuing Agency review and acceptance, the Contractor shall invoice the Issuing Agency for services performed only after acceptance of the services in accordance with the PO. Invoices will be submitted as specified in the PO.
- b) At a minimum, the following information shall be furnished on all invoices, as applicable:
 - 1) The Contract number;
 - 2) PO number;
 - 3) The Contractor's SAP Vendor Number;
 - 4) The period covered;

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- 5) Tasks completed by the Contractor during the billing period and approved by the Issuing Agency to the date of the invoice, and percentage of the phase represented thereby;
 - 6) Amounts invoiced to date and approved to date;
 - 7) Location, including address to which payment is to be made; and
 - 8) Invoices received by the Contractor from any subcontractor.
- c) The Issuing Agency shall use its best efforts to pay all properly prepared and submitted invoices within 45 calendar days from the date of receipt of such invoice by the Issuing Agency. Interest on late payments will be paid if the contractor qualifies for such payment pursuant to the provisions of 4 Pa. Code § 2.31, et seq.
- d) The Commonwealth or Issuing Agency may deduct from amounts due under an invoice any amounts owed to the Commonwealth.

NOTICE OF DELAYS: Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract or any PO issued under this Contract (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Contact Person stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of the Issuing Agency of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

BACKGROUND CHECKS: The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.

Before the Issuing Agency will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Issuing Agency consents to the access, in writing, prior to the access. The Issuing Agency may withhold its consent in its complete discretion. Failure of the Contractor to comply with the terms of this paragraph on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Issuing Agency may result in default of the Contractor under its Contract or under the PO.

The Commonwealth specifically reserves the right of the Issuing Agency to conduct its own background check over and above that described herein.

CONFIDENTIALITY: The Contractor agrees to protect the confidentiality of the Commonwealth's information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed to be confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party. The parties agree that such confidential information shall not be copied, in whole or in part, except when essential for authorized use under this Contract. Each copy of such confidential information shall be marked by the party making the copy with all notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default.

The obligations stated in this Section do not apply to information:

- i. already known to the recipient at the time of disclosure;
- ii. independently generated by the recipient and not derived from the information supplied by the disclosing party;
- iii. known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- iv. disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- v. required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

INSURANCE: The Contractor shall procure and maintain at its expense and/or require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- a. Worker's Compensation Insurance for all of the Contractor's employees and those of any Subcontractor engaged in performing Services in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
- b. Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by

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the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.

- c. Prior to commencing work under any PO, the Contractor shall provide the Issuing Agency with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth.
- d. The Contractor agrees to maintain such insurance for the life of any PO under which it is working.
- e. Contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section (Insurance).

OFFSET PROVISION FOR COMMONWEALTH CONTRACTS: The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

LIMITATION OF LIABILITY: The contractor's liability to the Commonwealth under any purchase order issued under the Contract shall be limited to: (i) the greater of \$1,000,000 or the value of the purchase order (including any amendments), for purchase orders of \$500,000 or more or (ii) the greater of \$100,000 or two (2) times the value of the purchase order for all other purchase orders, unless otherwise specified in the purchase order. This limitation will apply, except as otherwise stated in this paragraph, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:

- A. Bodily injury;
- B. Damage to real property or tangible personal property for which the contractor is legally liable; or
- C. The contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the contractor be liable for lost profits, lost revenue or lost savings. In no event will the contractor be liable for damages due to lost records or data, except for contractor liability associated with viruses or malicious, mischievous or destructive programming. Notwithstanding the foregoing, the contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING: Notwithstanding any other provision in this Contract to the contrary, provided the Commonwealth has fully complied with its software security standards, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth and has failed to comply with the Commonwealth software security standards and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth in the event a computer virus or malicious, mischievous or destructive programming is discovered to have originated from the Contractor, its servants, agents, or employees. In addition, the Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of

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Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards and complying with those standards.

The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made.

The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contractor or the PO under which services are being provided.

Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

Neither the installation of the Commonwealth's anti-virus software nor the installation of monitoring software will relieve the Contractor of the liability requirements set out in this section.

SENSITIVE INFORMATION: The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

Contractor will comply with all federal or state laws related to the use of information that constitutes personal health information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, in order to address the provision of PHI to the Contract, by signing this Contract, the Contractor agrees to the terms of the Business Associates Agreement, which is incorporated into this Contract as Appendix A. If the Issuing Agency is a Covered Entity as defined in HIPAA, it will fill in the blanks in the attached Appendix as part of the PO. It is understood that Appendix A is only applicable if PHI is provided to the Contractor.

OWNERSHIP RIGHTS: All documents, data, records, software, samples or any other literary works or other works of authorship produced by Contractor in carrying out the obligations and Services under this Contract (collectively “Developed Materials”), without limitation, shall be owned as specified in this Paragraph.

- a) All software owned by the Commonwealth or its licensors (“Commonwealth Software”) as of the Effective Date, or by the effective date of a PO, whichever is later, shall be and shall remain the exclusive property of Commonwealth or its licensors, as the case may be, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract or any PO or SOW except as described in this paragraph or elsewhere in this Contract or any PO or SOW. Further, the Contractor may not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than to complete work under a PO. In the use of Commonwealth Software, Commonwealth Tools or software of tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

During the term of this Contract,

- 1) Commonwealth hereby grants to Contractor for the limited purpose of providing the Services, a nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which Commonwealth is a party) to (i) have access to and use the Commonwealth Software, (ii) copy the Commonwealth Software for archival purposes or as may otherwise be required by this Contract, (iii) modify the Commonwealth Software as required by this Contract, and (iv) sublicense Contractor’s subcontractors approved by Commonwealth to do any of the foregoing; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has sufficient rights to provide the license grant set forth above.
- 2) Subject to the terms of any third party agreement to which Commonwealth is a party, (i) Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date or the effective date of a PO, whichever is later and (ii) Contractor, as part of the Services, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor’s performance of the Services.

Upon the expiration or termination for any reason of Contractor’s obligation to provide the Services under this Contract, the rights granted to Contractor shall immediately cease, and Contractor forthwith shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code in Contractor’s possession or under its control) in the form in use as of the effective date of such expiration or termination, together with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor’s possession or under its control unless otherwise instructed by Commonwealth; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the parties, such retention being for the sole purpose of resolving such disputes.

All software owned by Contractor (“Contractor Software”) and tools owned by Contractor (“Contractor Tools”) prior to the Effective Date or the effective date of a PO, whichever is later shall be and shall remain the exclusive property of Contractor, and Commonwealth shall acquire

Attachment H – Special Terms and Conditions

no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract or any PO or SOW except as described in this paragraph or in the PO or SOW. Contractor tools include any tools, both in object code and source code form, which Contractor has already developed or which Contractor independently develops or licenses from a third party, excluding any tools which Contractor creates pursuant to this Contract. By way of example, Contractor Tools may include, without limitation, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, Java applets, and ActiveX controls. The Contractor must provide a list of all Contractor Tools to be delivered in connection with deliverables or Developed Materials prior to starting work on a PO. All Contractor Tools that are necessary to use the deliverables or Developed Materials are to be delivered to the Commonwealth. Such list may be amended from time to time by Contractor while the PO is being carried out or after it is completed. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to any PO, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Issuing Agency prior to its use on the PO. Any Contractor Tools not included on the list will be deemed to have been created under this Contract.

As part of its response to a SOW, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials. The Issuing Agency will acquire such commercially available software and tools outside of the terms of this contract.

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, and at the request of Commonwealth, Contractor shall, (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Contract without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works from all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by Contractor and used by Contractor in connection with the Services, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth's or such third party's completion of the Services to be provided by Contractor under this Contract immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such work. If Commonwealth enters into a contract through a mechanism other than this contract that allows for the use of the Contractor Software or Contractor Tools for which a license is granted under this paragraph, the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools.

All Developed Materials shall be treated in accordance with the following general principles:

- 1) If Developed Materials modify, improve, or enhance application software programs or other materials generally licensed by the CONTRACTOR, then such Developed Materials shall be the property of the CONTRACTOR and the Contractor hereby grants the Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, copies of such Developed Materials. For purposes of distribution under the license granted by this section, the Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania,

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together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within the geographic boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Materials, it also includes any other state government and/or the federal government.

- 2) If Developed Materials modify, improve, or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Materials. To the extent that Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Materials.
- 3) If Developed Materials have been funded by the Commonwealth, to any extent, with either Commonwealth or Federal funds, and the Developed Materials do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Materials and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Materials.
- 4) To the extent that Developed Materials are developed under either section (2) or section (3) of this paragraph, they are a “work made for hire” for copyright purposes, with all copyrights in such Developed Materials owned by the Commonwealth. To the extent that any such Developed Materials do not qualify as work made for hire under applicable law, Contractor hereby assigns to the Commonwealth, its successors and assigns, all right, title and interest in and to the Developed Materials, including without limitation, all rights in and to any inventions, ideas, designs techniques or improvements embodied in the Developed Materials or developed in the course of Contractor’s creation of the Developed Materials, including any trade secrets, copyrights and “moral rights,” and any renewal or extension of such rights. To the extent moral rights in the Developed Materials cannot be assigned, Contractor agrees not to assert such rights at any time. This assignment includes a license under any current and future patents owned or licensable by Contractor to the extent required to combine the Developed Materials with any hardware and software. Contractor hereby covenants and agrees that it will execute any and all documents and papers reasonably requested by the Commonwealth to evidence the transfer of the Developed Materials to Commonwealth, including, but not limited to, document and papers relating the assignment of copyrights.
- 5) Contractor shall not use any computer program, code, or any materials developed by or for Contractor independently of this Agreement (“Pre-Existing Materials”) in the performance of the Services hereunder, except with the Commonwealth’s prior written consent. Any Pre-Existing Materials that are used by Contractor for performance of Services under this Agreement without such Commonwealth consent

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shall be deemed to be Developed Materials under section (2) or section (3) of this paragraph. In the event that the Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-existing Materials.

- 6) When the Developed Material is a report provided by a research company that was provided under this contract or a PO, but which was not developed specifically for the Commonwealth or Issuing Agency under this contract or a PO, the ownership of the Developed Material will remain with the contractor, provided, however, that the Commonwealth or Issuing Agency has the right to copy and distribute the Developed Materials within the Commonwealth.

Either party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this paragraph relating to the Services which Contractor or Commonwealth (alone or jointly with Commonwealth) develops or learns in connection with Contractor providing Services to Commonwealth under this Contract.

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyrights and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Materials developed under section (2) or section (3) of this paragraph, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools or the Developed Materials without the Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools or the Developed Materials.

Commonwealth hereby acknowledges that Commonwealth has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, any PO or SOW, or as may be otherwise granted in writing.

Simultaneously with its delivery of the Developed Materials to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Materials.

Contractor will affix the following copyright notice to the Developed Materials and all accompanying documentation: "Copyright [Year] _____, Commonwealth of Pennsylvania. All Rights Reserved." This notice will be on all tangible versions of the Developed Materials delivered under this Contract and any associated documentation. It will also be programmed into all Developed Materials delivered hereunder so that it appears at the beginning of all visual displays of such Developed Materials.

INDEPENDENT CAPACITY OF CONTRACTOR:

- 1) The parties to this Contract agree that the services performed by the Contractor under the terms of this Contract are performed as an independent Contractor. The services performed by the Contractor are performed neither as an employee of the Commonwealth of Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Contractor.
- 2) Except as otherwise provided by the terms of this Contract, the Commonwealth shall have no control over the manner in which the contractual services are performed by the Contractor,

or any subcontractor. Any job specifications or standards of work attached to or incorporated into this Contract or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by the Contractor.

Health Insurance Portability and Accountability Act (HIPAA) Compliance:

WHEREAS, the Pennsylvania Departments of Welfare and Insurance (collectively, Covered Entity) and the Contractor (Business Associate), intend to protect the privacy and provide for the security of certain Protected Health Information (PHI) to which-Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the H1PAA Privacy Rule (Privacy Rule), 45 CFR Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 CFR Parts 160, 162 and 164.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Appendix and the standards established by HIPAA and the Privacy Rule.

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use- on behalf of Covered Entity, that is in electronic form, which PHI must be handled in accordance with this Appendix and the standards established by HIPAA and the Security Rule, beginning as soon as practicable but in no event later than the effective date of the Security Rule.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.
 - a. "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 CFR §160.103.
 - b. "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR § 160.103.
 - c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
 - e. "Protected Health Information" or "PHI" means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501.
 - f. "Security Rule" shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.
 - g. Terms used, but not otherwise defined, in this Appendix shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164.
2. Stated Purposes For Which Business Associate May Use Or Disclose PHI. The Parties

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hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise limited in this Agreement:

PROGRAM MUST Include a statement describing the stated purposes that Business Associate may use or disclose the P1-TI. These uses and disclosures must be within the scope of the Appendix. 45 CFR §164.504(e) (2) (i.). If the work statement is sufficiently specific and will suffice, the following statement may be used instead.

Stated Purposes For Which Business Associate May Use Or Disclose PHI. Except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in this Agreement's Appendix A (Statement of Work), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3. Additional Purposes For Which Business Associate May Use Or Disclose Information. In addition to the Stated Purposes, Business Associate may use or disclose PHI provided by, or created or obtained on behalf of Covered Entity for the following additional purposes(s) *(Note that this is an optional section — must decide whether or not to include it):*

- a) Use of Information For Management, Administration And Legal Responsibilities. Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate except as otherwise limited in this Agreement.
- b) Disclosure Of Information For Management, Administration And Legal Responsibilities. Business Associate is permitted to disclose PHI provided by, or created or obtained on behalf of Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, except as otherwise limited in this Agreement, provided:
 - i) The disclosure is required by law: or
 - ii) The Business Associate obtains reasonable assurances in writing from any third party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, the third party will use appropriate safeguards to prevent other use or disclosure of the information, and the third party agrees to immediately notify the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.
- c) Data Aggregation Services. Business Associate may also be permitted to use or

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disclose PHI to provide data aggregation services, as that term is defined by 45 CFR § 164.501, if specific authorization is received from the Covered Entity.

4. BUSINESS ASSOCIATE OBLIGATIONS:

- a) Limits On Use And Further Disclosure Established By Appendix And Law. Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Appendix or as required by law.
- b) Appropriate Safeguards. Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Appendix. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.
- c) Reports Of Improper Use Or Disclosure. Business Associate hereby agrees that it shall report to within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Appendix.
- d) Reports Of Security Incidents. Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall report to within two (2) days of discovery any security incident of which it becomes aware.
- e) Subcontractors And Agents. Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Appendix.
- f) Right Of Access To Pill. Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within ten (10) business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within five (5) business days. Business associate shall further conform with and meet all of the requirements of 45 CFR § 164.524.

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- g) Amendment And Incorporation Of Amendments. Within ten (10) business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of same within ten (10) business days.
- h) Provide Accounting Of Disclosures. Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within ten (10) business days of a request for an accounting of disclosures.
- i) Access To Books And Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.
- j) Return Or Destruction Of PHI. At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Appendix to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- e) Maintenance of PHI. Notwithstanding Section 5(j) of this Appendix, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under §5(h) of this Appendix for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- f) Mitigation Procedures. Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Appendix or the Privacy Rule. 45 CFR § 164.530(1)). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this

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Appendix or the Privacy Rule.

- m) Sanction Procedures. Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Appendix or the Privacy Rule.
- n) Grounds For Breach. Any non-compliance by Business Associate with this Appendix or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- o) Termination by Covered Entity. Business Associate authorizes termination of this Agreement by the Covered Entity if the Covered Entity determines, in its sole discretion, that the Business Associate has violated a material term of this Appendix.
- p) Failure to Perform Obligations. In the event Business Associate fails to perform its obligations under this Appendix, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Appendix and applicable law.
- q) Privacy Practices. The Department will provide and Business Associate shall immediately begin using any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Department. The Department retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

5. OBLIGATIONS OF COVERED ENTITY:

- a) Provision of Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520, as well as changes to such notice.
- b) Permissions. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- c) Restrictions. Covered Entity shall notify Business Associate of any restriction to the use or

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disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Reverse Auction Terms and Conditions

1. Auction Event Terms

- a. The contractor releases CWOPA, its agencies, officers, employees, contractors and consultants from any liability with respect to the online auction event or the conduct of any participant in the online auction event, regardless of whether such liability arises under contract, tort, or any other theory. The contractor acknowledges that it is under no coercion to agree to this term.
- b. The pricing results of the reverse auction, will become, at CWOPA's sole discretion, part of the final contract(s) between CWOPA and the selected contractor(s).
- c. CWOPA intends to use the online auction process for soliciting prices as described in the Request for Proposals. The Commonwealth is not acting as an auctioneer.
- d. Prices which contractors submit for the online auction event are legally binding quotations without qualification. Quotations may not be cancelled or withdrawn except as specified in these terms or in the notice of auction.
- e. Prices are accepted only for complete Lots (the complete basket of line items that make up a Lot). No partial Lot bids are permitted.
- f. Contractors agree to submit prices online only through the auction website provided by CWOPA and not to submit prices via any other mechanism including but not limited to U.S. mail, courier, fax, Email, or orally unless specifically requested by CWOPA.
- g. Any contractor experiencing difficulties during an online auction event must notify CWOPA immediately. "Difficulties" include any technical problem which interferes with the contractor's ability to participate in the online auction event and may include, but is not limited to: data entry errors, software problems, or hardware problems. Contractors will have five minutes after experiencing difficulties to notify CWOPA of any problems. If the lot has closed, and CWOPA judges that any Contractor has been disadvantaged by a difficulty, CWOPA reserves the right to open the lot after the problem has been corrected.
- h. Contractors must maintain security of passwords against unauthorized use.
- i. Only those contractors who have received a notice of the auction will be eligible to participate in the online auction event.
- j. Prices submitted to the auction site or submitted through the offline spreadsheet shall not be withdrawn or modified by the contractor for a period of sixty (60) days from the close of the auction.
- k. If the contractor is selected for award, it agrees that the prices submitted through the online auction will be valid for the duration of the contract.

Attachment I – Reverse Auction Terms and Conditions

- l. In submitting a proposal and participating in the reverse auction, the contractor understands that CWOPA will not award the contract based solely upon the lowest price submitted during the auction.
- m. CWOPA reserves the right to revise the closing date of the auction, cancel auctions, change posted quantities, remove items from sale, and re-offer items that were previously withdrawn. CWOPA also reserves the right to extend auctions at any time at its sole discretion. CWOPA also reserves the right to reject all prices received through the online auction.
- n. CWOPA reserves the right to revise these terms at any time by Addendum. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages at the auction web site.

2. Auction Site Terms

- a. The auction web site and this service are provided “as is” and without any warranty, express, implied or statutory, including, but not limited to the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.
- b. CWOPA and its contractors and consultants make no warranty that the information on the auction site is accurate, that the auction site will be uninterrupted, timely, secure, or error free. CWOPA and its contractors and consultants make no warranty as to the results that may be obtained from the auction site or that defects, if any, in the software will be corrected.
- c. No advice or information, whether oral or written, obtained by the contractor from CWOPA, its contractors or consultants, or through the auction site shall create any warranty not expressly stated herein.
- d. In no event shall CWOPA or its contractors or consultants be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the website (including suspension or interruption of service), or the services provided for the online auction event (however arising, including negligence).
- e. Without limiting any other remedies, CWOPA may suspend or terminate a contractor's access to the website if the contractor is suspected (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with the site.

3. Contractor Response to the Commonwealth

- a. Each contractor's response will consist of two components: an off-line component that the contractor must enter into a Microsoft Excel spreadsheet provided by CWOPA and an online component that the contractor will enter into the auction tool. During the auction, the contractor will enter prices into the online system for the purchase price (in U.S. Dollars) calculated by the off-line tool. The Off-line Pricing Worksheet shall include detailed instructions specific to the auction. The prices that contractors enter into the online auction tool will be

Attachment I – Reverse Auction Terms and Conditions

for 100% of the volume contained in each lot of the Off-Line Bidder Pricing Worksheet that the contractor participates in.

- b. Contractors must submit an initial quotation into the online tool during the first 10 minutes of the online event for each lot for which the Qualified Contractor intends to bid. This quotation is required to be equivalent to the amount reflected in the contractor's Off-Line Bidder Worksheet. CWOPA maintains the right to retract the Contractor's access to the system and quotation activity for failing to comply with this rule.
- c. For the contractor's quotation to be complete, the contractor must complete ALL fields in the offline spreadsheet and submit the completed spreadsheet via e-mail to CWOPA, within 24 hours of the close of the auction. The final pricing in the worksheet submitted to CWOPA must be consistent with the contractor's final quotation submitted during the live online auction.
- d. If these components are not satisfied, CWOPA may, in its sole discretion, reject the contractor's proposal. After the contractor has submitted the spreadsheet via e-mail, the contractor will receive a confirmation through e-mail that it has been received. If the contractor does not receive a confirmation e-mail, the contractor should contact CWOPA.

4. **Auction Configuration Details**

- a. Auction Configuration details will be communicated to Qualified Contractors at a later date.

5. **Surrogate Bidding**

- a. In the event that a contractor cannot access the auction site during the event, surrogate bidding will be available. When using surrogate bidding the following provisions will apply:
 1. The contractor must have a technical problem that would otherwise not allow them to place a quotation to the online tool. All other requests for a surrogate quotation will be rejected.
 2. There will be no pause to the auction for surrogate bidding. Surrogate quotation will be received until time has expired for the auction (including any extension periods).
 3. The contractor understands that surrogate bidding is an alternative only to be used in the event in the event that the contractor experiences a technical failure on the contractor's system. Whether it is placed directly, or through the surrogate process, a quotation is not official until it is entered into the online tool.
 4. CWOPA is not responsible for and does not guarantee a quotation can be placed until that quotation's confirmation within the online tool.
- b. To place a surrogate quotation must follow these steps:
 1. The contractors will call a conference number provided prior to the event.
 2. The Moderator will receive each call and immediately connect the contractor with the Event Manager on a private recorded line.
 3. The contractor will state the following:

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- a. Person's name
 - b. Identity of the contractor
 - c. Technical problem (reason for surrogate quotation)
 - d. Surrogate quotation amount
4. The Event Manager will validate the contractor's responses, and confirm the quotation amount to be entered into the tool.
 5. The Event Manager will then confirm that the quotation has been placed at the specified amount.
 6. The Event Manager shall remain on the line with the contractor to facilitate the contractor's continuing participation in the event, until the event is completed, or until the contractor is able to re-establish a direct connection.
- c. If the contractor is able to re-gain access to the site, its "Surrogate Quotation" will be reflected in its quotation history. If the quotation amount indicated on the live auction site does not match the verbal confirmation the contractor received from the Event Manager, the contractor must immediately notify the Event Manager of the error.
 - d. In the event that the auction site is not operational for the any contractors, the auction will be paused or rescheduled at a later date and the contractors will be notified via e-mail and telephone.
 - e. Neither CWOPA nor its contractors shall be deemed to be the contractor's agent for purposes of submitting quotations. Rather, CWOPA or its contractors shall simply be deemed to have provided an administrative service in entering the contractor's quotations into the auction process via the surrogate bidding mechanism.

If surrogate bidding becomes necessary for a contractor, the person who will call and speak with the Event Manager will be recorded. The signature(s) below indicate that person(s) has consented to such audio-recording and publication for the sole purpose of verifying the contents of the call.

You will need to sign and return this page with your completed proposal.

Signature of person who will call and have their voice recorded during surrogate bidding.

Signature of person who will call and have their voice recorded during surrogate bidding.

Click on the following link and complete the document.

[Attachment J - Cover Sheet Template](#)



Open Catalog Interface

Release 3.0



Open Catalog Interface

Introduction

The Commonwealth of Pennsylvania has purchased the SAP enterprise resource planning software (SAP R/3). It includes an electronic procurement system used for requisitioning called EBP. This system allows the Commonwealth employees to purchase items from a vendor's catalog online via the Internet.

Vendors Participants

- Create an online catalog, which can be accessed over the Internet.
- Include a Commonwealth of Pennsylvania view with their contract items, descriptions, prices, etc.
- Allow the selection of items from the catalog and return the data to the Commonwealth EBP system in the format described in this document.

Commonwealth Employees

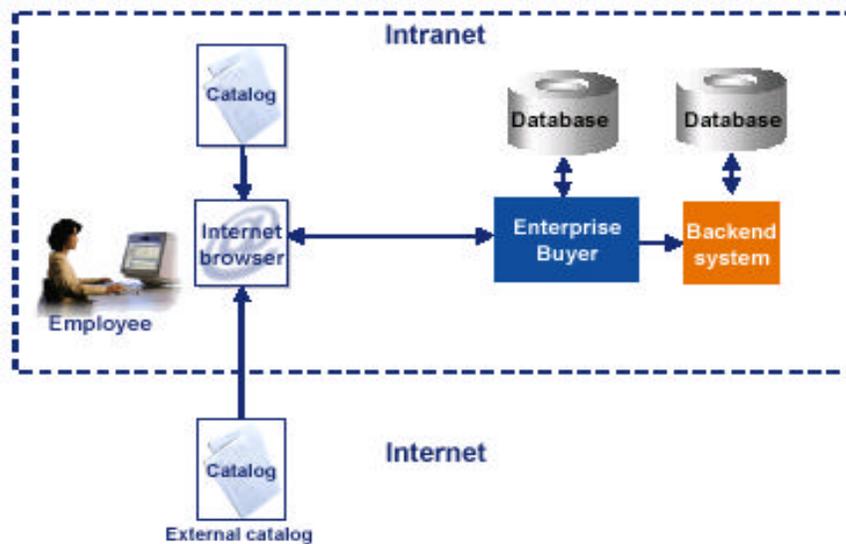
- Access the external vendor online catalog via the Internet from their internal EBP system
- Select items for purchase from the external vendor's catalog
- Return to their EBP system with items selected in the format described
- Create in their EBP system purchase requisitions, which evolve into purchase orders in SAP R/3 to be sent to the vendor.

OCI Purpose

The Open Catalog Interface (OCI) is the interface between the vendor's catalog and EBP system. SAP's Open Catalog Interface uses standard internet protocols

Integration

The graphic below shows how catalogs are integrated with Enterprise Buyer.



Open Catalog Interface: Structure

Structure

The vendor catalog interface consists of two sections: the outbound and the inbound section.

Outbound Section

The outbound section defines the information being sent from the EBP system to the vendor's catalog application. This includes such information as catalog URL and log on data.

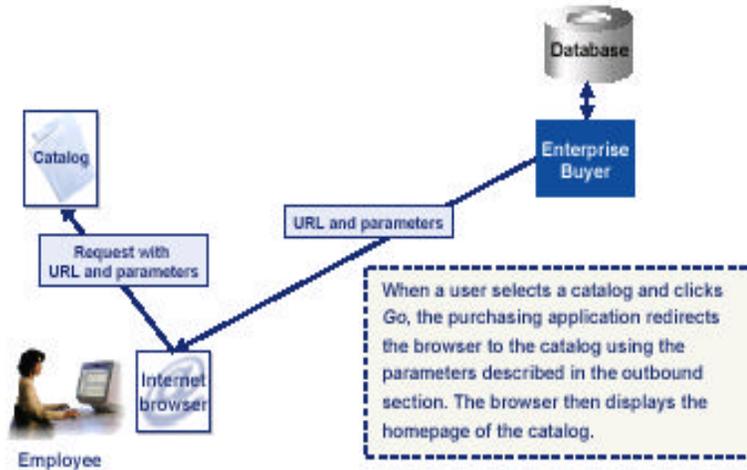
Inbound Section

The inbound section consists of information being sent from the vendor's catalog application to the EBP application. This section contains data on the items selected in the catalog, such as item descriptions, quantities ordered, and prices.

Open Catalog Interface: Outbound Section

Open Catalog Interface: Outbound Section

The following graphic shows how the purchasing application redirects the browser from Enterprise Buyer to the catalog using the parameters of the outbound section:



Outbound Section

The information originates in the EBP system. The standard catalog call method is an HTTP POST.

The EBP application constructs a URL call to the vendor's catalog and redirects the browser to this URL. The CGI script of the vendor's catalog application then has to parse and decode this information.

Field Values

Many of the field names and values are dependent on the particular catalog application

Every Field contains a name and a value (contents column) and has a type. Possible types are:

URL - The URL of the catalog or link to the information

SAP field – such as language

Fixed value – the value this field contains is transferred

Return URL – The URL used to return to EBP from the catalog

-
- The field structure is shown in the following table. The catalog-specific information is defined directly after the catalog URL and the ~OkCode and ~Target, and ~Caller fields directly after the Return URL field.
 - Typically, field values are entered as literals. For example, the LOGIN field can have a system value of the user logon ID or a literal value such as GUEST.
 - The name/value pair OCI_VERSION="<release>" (for example, OCI_VERSION="3.0") is passed to the catalog. This indicates that the EBP system involved is a release 3.0 system
 - The outbound data is structured as described in the table below. In this table, *FIXED* indicated that the field name will be as specified whereas *VARIBLE* indicates that the field name is catalog specific.

OUTBOUND SECTION

Description	Mandatory	Catalog Specific	Field Name	Field Name is fixed or variable	Meaning
Catalog URL	Yes	Yes	<blank>	Fixed	The URL of the vendor's catalog. This should refer to the location of the vendor's catalog CGI script.
All catalog	As relevant when a user ID and password is required	Yes		Variable	The set of catalog specific fields. An example of catalog specific fields is provided in the table below.
Return URL	Yes	No	HOOK_URL	Variable	The URL used to return to the Commonwealth's EBP application from the catalog.
OK code	Yes	No	~OkCode	Fixed	Contains the transaction code indicating that the <i>function Add Items to SAP Shopping Basket</i> is to be performed. This will be set to ADDI.
Target	Yes	No	~TARGET	Fixed	Specifies the frame to which a catalog is to return in a frame-based environment. If this field is not set the vendor's catalog must provide a default target of _top.
Caller	Yes	No	~CALLER	Fixed	Indicated that the data was sent by an external catalog. Content must be set to CTLG.

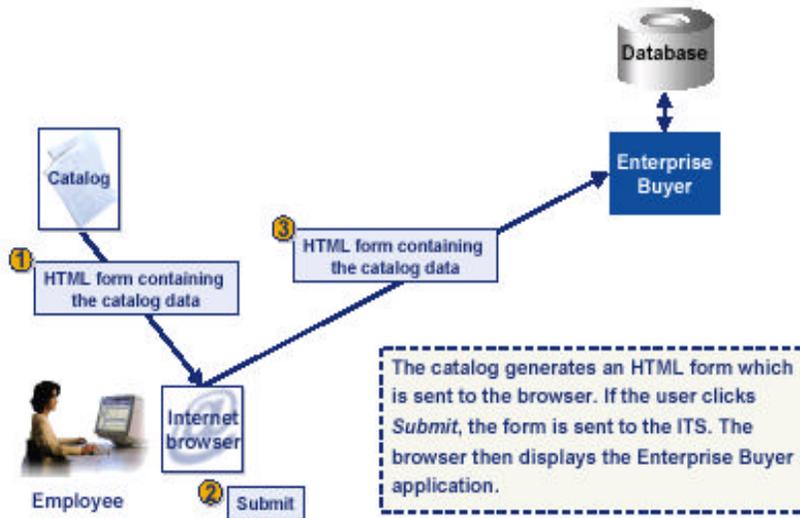
Catalog Specific Fields

Description	Field Name	Field Name is fixed/variable	Meaning
Request type	REQ	Variable	Requests a login when the catalog is first accessed.
Login	USERNAME	Variable	The user ID for logging into the catalog
Password	PASSWORD	Variable	The login password
Database identifier	SERVICE	Variable	The database identifier. This may be required for some catalogs

Open Catalog Interface: Inbound Section

HTML version

The following graphic illustrates the data flow of the inbound section:



Inbound Section

The inbound section consists of information that is sent to the Commonwealth's EBP system by the vendor's catalog application.

For each item selected in the catalog and sent to EBP, all mandatory fields have to be sent along with the relevant optional fields

POST Method

The fields can be sent back to the purchasing application by the POST method.

Note the following:

- Fields should not contain leading spaces or zeroes
- All numeric fields that allow fractional amounts must explicitly include the decimal point “.” At the correct byte position.
- Apart from the decimal point, numeric fields may **NOT** include commas or any other non-numeric characters.
- The inbound section should be sent back to EBP as an HTML version.
- The relevancy of optional fields will be discussed with each vendor.

Multiple Items selected from the Catalog

To handle multiple items selected in the catalog, each field name must be an array using the bracket subscript convention as per the C programming language. Subscripts must start at 1 (not zero). For example, the description of an item would be returned as a name such as “NEW_ITEM-DESCRIPTION [1]. Please refer the example included.

INBOUND SECTION

Item	Name	Required/Optional/Not Allowed	Details	Type Length
Description	NEW_ITEM-DESCRIPTION[n]	Required	The description of the item to be ordered	CHAR - 40
Product master	NEW_ITEM-MATNR[n]	Optional	The SAP product master number in the buyer system	CHAR - 18
Product group	NEW_ITEM-MATGROUP[n]	Required	The SAP product group. Choices will be provided	CHAR - 10
Quantity	NEW_ITEM-QUANTITY[n]	Required	Quantity to add. There can be a maximum of 11 digits to the left of the decimal point, and there must be 2 digits to the right. The decimal point “.” should be included.	CHAR - 15
Unit of measure	NEW_ITEM-UNIT[n]	Required	Unit of measure of the item. Must be the standard ISO code. A list will be provided.	CHAR - 3
Price	NEW_ITEM-PRICE[n]	Required	Price of the item in the catalog. There can be a maximum of 11 digits to the left of the decimal point, and there must be 2 digits to the right. The decimal point “.” should be included.	CHAR - 15
Price unit	NEW_ITEM-PRICEUNIT[n]	Required	The number of units that must be purchased at the given price. This quantity defaults to one.	CHAR - 9
Currency	NEW_ITEM-CURRENCY[n]	Required	Must be “USD”.	CHAR - 5
Lead time	NEW_ITEM-LEADTIME[n]	Optional	Number of days from today until the product will be available. If not specified, no assumptions will be made about the lead-time.	CHAR - 5
Vendor	NEW_ITEM-VENDOR[n]	Required	Vendor number will be provided.	CHAR - 10
Vendor product number	NEW_ITEM-VENDORMAT[n]	Optional	The vendor part number of the product.	CHAR - 22
Manufacturer's code	NEW_ITEM-MANUFACTCODE[n]	Optional	The manufacturer's code in the buyer system	CHAR - 10
Manufacturer's product number	NEW_ITEM-MANUFACTMAT[n]	Optional	The manufacturer's part number of the product.	CHAR - 40

Contract number	NEW_ITEM- CONTRACT[n]	Required	The number of the contract with the vendor. It will be provided	CHAR - 10
Item of a contract	NEW_ITEM- CONTRACT_ITEM[n]	Required	The number of an item within a contract with the vendor. It relates to material group and will be provided.	CHAR - 5
Service flag	NEW_ITEM-SERVICE[n]	Not Allowed	A flag, which indicates if the line refers to a service or to goods.	CHAR - 1
Quotation	NEW_ITEM- EXT_QUOTE_ID[n]	Optional	A reference to an external quotation ID. Example: The catalog is able to create a quotation in the selling system. This is a reference to this quotation.	CHAR - 35
Quotation item	NEW_ITEM- EXT_QUOTE_ITEM[n]	Optional	A reference to an external quotation item. Example: The catalog is able to create a quotation in the selling system. This is a reference to this quotation.	CHAR - 10
Product ID	NEW_ITEM- EXT_PRODUCT_ID[n]	Optional	Key to identify a product in the catalog for the vendor.	CHAR - 40
Description	NEW_ITEM- LONGTEXT_n:132[] (see Note below)	Optional	Vendor product or commodity code and additional lines of description.	CHAR - No restriction
Attachment	NEW_ITEM- ATTACHMENT	Not Allowed	The field contains a URL to an attachment.	CHAR - 255
Attachment title	NEW_ITEM- ATTACHMENT_TITLE	Not Allowed	If the attachment title is transferred, this field contains this title. Otherwise, the field contains the file name taken from the field NEW_ITEM-ATTACHMENT.	CHAR - 255
Attachment purpose	NEW_ITEM- ATTACHMENT_PURPOSE	Not Allowed	If an attachment refers to a configuration, for a PC or car, for example, this field contains the letter C.	CHAR - 1
External schema type	NEW_ITEM- EXT_SCHEMA_TYPE	Optional	This field contains a schema name, as it appears in the procurement system.	CHAR - 10
External category ID	NEW_ITEM- EXT_CATEGORY_ID	Optional	Unique key for a category ID of the vendor's catalog.	CHAR - 60
External category	NEW_ITEM- EXT_CATEGORY	Optional	Unique key for a category ID of the vendor's catalog.	CHAR - 40

Customer-specific field	NEW_ITEM-CUST_FIELD1[n]	Optional	Customer-specific field, which may be handled in a business add-in in the Enterprise Buyer system	CHAR - 10
Customer-specific field	NEW_ITEM-CUST_FIELD2[n]	Optional	As above	CHAR - 10
Customer-specific field	NEW_ITEM-CUST_FIELD3[n]	Optional	As above	CHAR - 10
Customer-specific field	NEW_ITEM-CUST_FIELD4[n]	Optional	As above	CHAR - 20
Customer-specific field	NEW_ITEM-CUST_FIELD5[n]	Optional	As above	CHAR - 50

The field NEW_ITEM-LONGTEXT forms an exception. In this case, the index must be attached with an underscore followed by 132 and empty brackets: NEW_ITEM-LONGTEXT_n:132[] (see also the [Example of a Catalog Interface](#)).

Example of a Catalog Interface

The following excerpts are examples of the HTML source code generated by the vendor's catalog engine after a user has finished selecting items for a shopping cart. The source code can be extracted and displayed in a Web browser.

HTML example

In the HTML version, all the line items are placed as name/value pairs in an HTML form as shown below. This can be done as text or hidden fields. The parameter `HOOK_URL` has to be placed in the action parameter of that form, so that the HTML form can be sent to the Commonwealth's EBP system.

HTML Form (*interface.asp*):

```
<HTML>
<HEAD>
<HEAD>
<H1>SAP Open Catalog Interface: HTML - Example</H1>
</HEAD>

<P>This is an example, what needs to be generated by the catalog engine,
if the user is done with picking items in his shopping basket.</P>
<P>View the source of this file to see all the text inputs.</P>

<BODY bgcolor="#DED6C2">

<FORM action="<%=Request.QueryString("HOOK_URL")%>" method=post target=_top>
<input type="hidden" name="~caller" value="CTLG">

<!--For more information about the interface fields please refer to the catalogue interface description-->

<!--Item number 1-->
<input type="hidden" name="NEW_ITEM-DESCRIPTION[1]" value = "Pen, Easytouch, Medium, Black">
<input type="hidden" name="NEW_ITEM-MATNR[1]" value = "">
<input type="hidden" name="NEW_ITEM-MATGROUP[1]" value = "083000">
<input type="hidden" name="NEW_ITEM-QUANTITY[1]" value = "1">
<input type="hidden" name="NEW_ITEM-UNIT[1]" value = "EA">
<input type="hidden" name="NEW_ITEM-PRICE[1]" value = "0.50">
<input type="hidden" name="NEW_ITEM-PRICEUNIT[1]" value = "1">
<input type="hidden" name="NEW_ITEM-CURRENCY[1]" value = "USD">
<input type="hidden" name="NEW_ITEM-LEADTIME[1]" value = "1">
<input type="hidden" name="NEW_ITEM-VENDOR[1]" value = "100155">
<input type="hidden" name="NEW_ITEM-VENDORMAT[1]" value = "">
<input type="hidden" name="NEW_ITEM-MANUFACTCODE[1]" value = "">
<input type="hidden" name="NEW_ITEM-MANUFACTMAT[1]" value = "">
<input type="hidden" name="NEW_ITEM-CONTRACT[1]" value = "4600000488">
<input type="hidden" name="NEW_ITEM-CONTRACT_ITEM[1]" value = "60">
```

```
<input type="hidden" name="NEW_ITEM-SERVICE[1]" value = "">
<input type="hidden" name="NEW_ITEM-EXT_QUOTE_ID[1]" value = "">
<input type="hidden" name="NEW_ITEM-EXT_QUOTE_ITEM[1]" value = "">
<input type="hidden" name="NEW_ITEM-EXT_PRODUCT_ID[1]" value = "">
<input type="hidden" name="NEW_ITEM-LONGTEXT_1:132[]" value = "">
<input type="hidden" name="NEW_ITEM-LONGTEXT_1:132[]" value = " longtext_1: 22-44-11 Sailor
Nagahara Negoro Ovals ">
<input type="hidden" name="NEW_ITEM-CUST_FIELD1[1]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD2[1]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD3[1]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD4[1]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD5[1]" value = "">

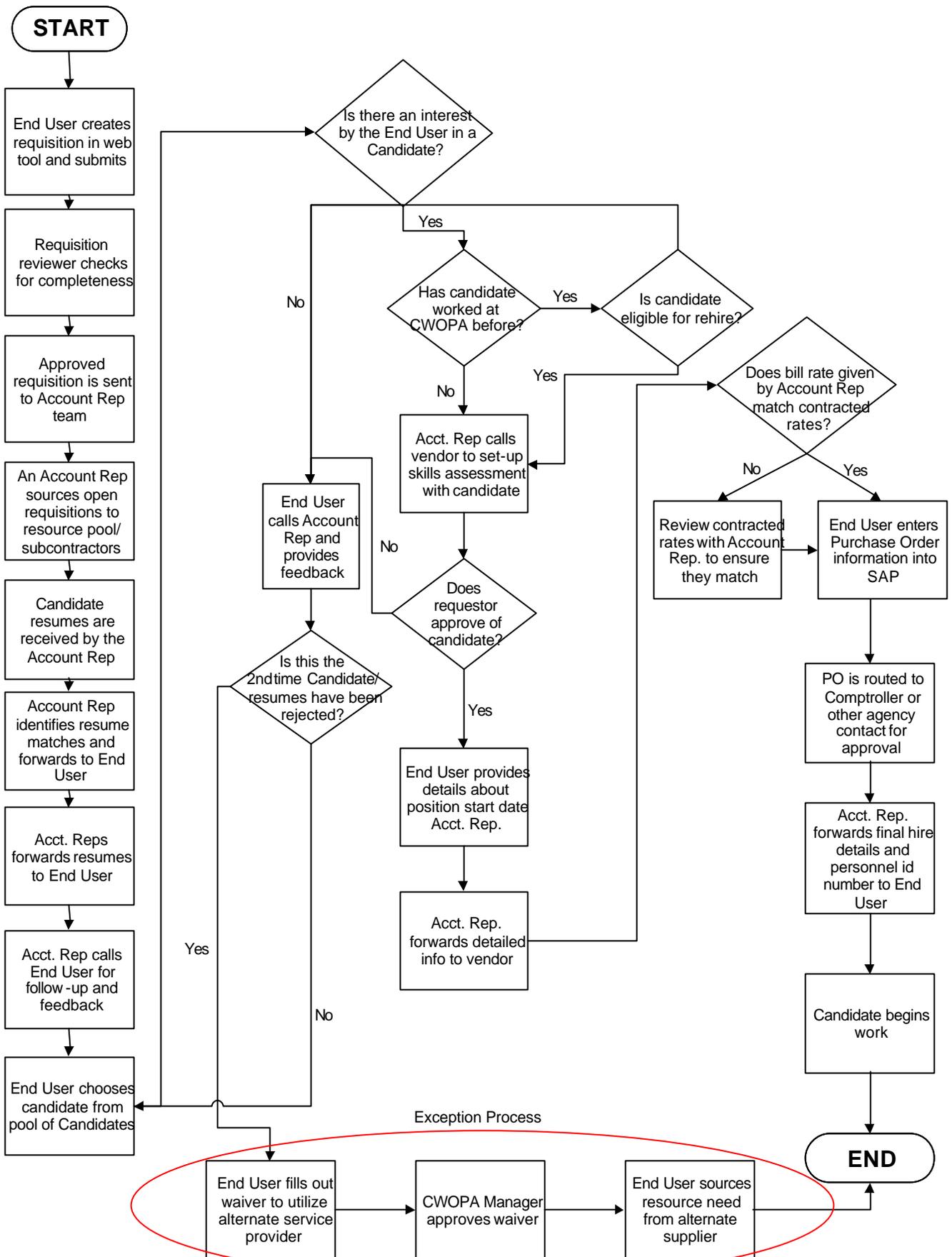
<!--Item number 2-->
<input type="hidden" name="NEW_ITEM-DESCRIPTION[2]" value = "Palm Pilot, the second item">
<input type="hidden" name="NEW_ITEM-MATNR[2]" value = "">
<input type="hidden" name="NEW_ITEM-MATGROUP[2]" value = "083001">
<input type="hidden" name="NEW_ITEM-QUANTITY[2]" value = "1">
<input type="hidden" name="NEW_ITEM-UNIT[2]" value = "EA">
<input type="hidden" name="NEW_ITEM-PRICE[2]" value = "225">
<input type="hidden" name="NEW_ITEM-PRICEUNIT[2]" value = "1">
<input type="hidden" name="NEW_ITEM-CURRENCY[2]" value = "USD">
<input type="hidden" name="NEW_ITEM-LEADTIME[2]" value = "1">
<input type="hidden" name="NEW_ITEM-VENDOR[2]" value = "100155">
<input type="hidden" name="NEW_ITEM-VENDORMAT[2]" value = "">
<input type="hidden" name="NEW_ITEM-MANUFACTCODE[2]" value = "">
<input type="hidden" name="NEW_ITEM-MANUFACTMAT[2]" value = "">
<input type="hidden" name="NEW_ITEM-CONTRACT[2]" value = "4600000488">
<input type="hidden" name="NEW_ITEM-CONTRACT_ITEM[2]" value = "10">
<input type="hidden" name="NEW_ITEM-SERVICE[2]" value = "">
<input type="hidden" name="NEW_ITEM-EXT_QUOTE_ID[2]" value = "">
<input type="hidden" name="NEW_ITEM-EXT_QUOTE_ITEM[2]" value = "">
<input type="hidden" name="NEW_ITEM-EXT_PRODUCT_ID[2]" value = "67689">
<input type="hidden" name="NEW_ITEM-LONGTEXT_1:132[]" value = " longtext_1: 556678 Palm
m515 Personal Organizer Palm OS, 16 MB Installed memory, 16-bit (64k colors)">
<input type="hidden" name="NEW_ITEM-CUST_FIELD1[2]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD2[2]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD3[2]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD4[2]" value = "">
<input type="hidden" name="NEW_ITEM-CUST_FIELD5[2]" value = "">

<!--and so on...-->

<input type="submit" value="Transfer Items to B2B shopping basket" id=submit1 name=submit1><br>

</FORM>
&copy; 2000, SAP AG
</BODY>
</HTML>
```

Attachment L – Order Process



Date Posted: April 28, 2004

**IT Contract Services
RFP NUMBER: CN00008116
ADDENDUM #1**

This Addendum #1 revises RFP No. CN00008116 as follows:

The following language is added to Section II-6 as II-6.1

II-6.1. Contract Requirements – Disadvantaged Business Participation and Enterprise Zone Small Business Participation

All contracts containing Disadvantaged 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 percent of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business portion of the joint venture.

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 as to a course of action to the contracting officer.

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 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 agency that awarded the contract and BMWBO within 10 workdays at the end of each quarter the contract is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." 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.

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 PROPOSER TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESS UTILIZATION.

Except as changed by this Addendum No. 1 and any earlier addenda, the Request For Proposal shall remain as originally written.

Issuing Office:

Department of General Services
Bureau of Purchases
Michael Richart



IT Contract Services Q&A

Index	Submitted Question	Commonwealth Answer
1	Are you (meaning CWOPA) planning to select only one company for this contract? If your answer is yes, then smaller (less than 20 employees) companies should not even try to submit their proposal for this RFP.	As stated in the RFP, this contract will be awarded to a single supplier who is able to meet all of the minimum requirements and provides the best overall solution and value to CWOPA. Smaller companies who wish to be considered as subcontractors should partner with companies who meet the minimum qualifications to respond.
2	Does the contractor need to be pre-qualified with the State before responding to any solicitations? If so, what is the process to get qualified? How long does the qualification process take?	There is no prequalification process for this Request for Proposal. As stated in the RFP, this contract will be awarded to a single supplier who is able to meet all of the minimum requirements and provides the best overall solution and value to CWOPA.
3	Is this RFP full and open? We are not a small business.	Any supplier who meets the minimum qualifications as stated in Attachment A – Minimum Requirements is welcome to respond on this Request for Proposal.
4	Does this work already have an incumbent or is this new work for the State?	The work provided through this contract has been provided by a number of suppliers in the past, through the ITQ process, agency RFP's and other means.
5	Are vendors required to respond to both the Attachment B-Technical questionnaire and all the requirements listed under Section II-Response Requirements, specifically sections II-4.1-II 4.17 as these are the same questions, please clarify?	Section II just clarifies what CWOPA is looking for in the responses to Attachment B. Contractors are required to respond to Attachments A, B and C, as well as the Disadvantaged Business submittal, of the RFP.
6	Has the State of Pennsylvania engaged in a "Sole Source" partnership for IT contract services in the past?	No
7	Are you looking for the vendor who is awarded the contract to absorb and manage all the sub-vendors?	The contractor who is awarded the contract should partner with a group of subcontractors to provide all of the work included in the contract. CWOPA does not envision that the prime contractor will acquire, or "absorb" these subcontractors. The prime contractor will be held responsible for managing the subcontractor relationships and including data from subcontractors in the regular reports. Subcontractor resources will be treated in the same manner as prime contractor resources by CWOPA.
8	Are we required to RSVP to the Pre-Proposal Conference on May 6th?	No
9	Does CWOPA envision this RFP and subsequent contract to cover "network engineering services"? Of the listed job titles in "attachment D" which titles would appropriately cover these services?	Yes. Network engineering is a broad term - the job classifications cover all areas within network engineering within several job classifications (Product Specialist and Systems Specialist). This includes infrastructure, as you will note in the modified Job Titles.
10	If the State of PA or an Agency in the state (including COSTARS eligible agencies), Has a staffing requirement for LAN/WAN or Cisco skill sets as mentioned in attachment E "Skill Category Matrix" which titles in "Attachment D" would you recommend be used to address this request and or be addressed in preparation of proposal for this RFP?	All job classifications and categories cover all work. The contractor should use their technical skills to determine how to price each combination of services and skills.
11	It appears that this RFP and the new ITQ contract slated for July 2004 will run concurrently. If a Business Partner is a Primary or Sub Contactor on this RFP can they remain eligible to respond to projects on the new ITQ contract?	A contractor's response to the IT Contract Services RFP will have no bearing on their ability to participate in the OA ITQ contract. The initiatives are taking place concurrently, but awards will be made separately based on separate terms, conditions and pricing.
12	Page 15; section II-4.3, On-Site Management, should contractors assume that on-site managers will bill their time under the Program Manager category?	On-site managers typically are provided at no cost to clients of this size of work by the prime contractor. These managers should provide needed administrative service to the contractor, should manage time sheets and attendance, and should be available to discuss and resolve any issues that arise with the service of the contract. CWOPA does not expect these on-site managers to bill their time to the state.
13	Page 18, section II-4.7, Quality and Service – SLA's – for the Response Submittal Response Time measurement, the contractor goal states "4 business days", however the calculation uses 72 hours as the numerator. Please clarify	The goal should be 4 business days, and the calculation should be "Number of requisitions which received first batch of resumes for review within 4 business days / total number of requisitions".



IT Contract Services Q&A

Index	Submitted Question	Commonwealth Answer
14	Page 18, section II-4.7, Quality and Service – SLA’s – for the Urgent Flagged Submittal measurement, the contractor goal states “2 business days”, however the calculation uses 24 hours as the numerator. Please clarify.	The goal should be 2 business days, and the calculation should be “Number of URGENT requisitions which received first batch of resumes for review within 2 business days / total number of URGENT requisitions”.
15	Page 20, sections II-4.14, II-4.15, II-4.16, II-4.17, please clarify whether these sections are for information purpose only or should the vendor provide a response. Should our response be limited to Attachments A, B, C.	Section II just clarifies what CWOPA is looking for in the responses to Attachment B. Contractors are required to respond to Attachments A, B and C, as well as the Disadvantaged Business submittal, of the RFP.
16	Page B-5, section II-4.7, Quality and Service, question 25 refers to Attachment N – Service Level Agreements. We do not have Attachment N. Is this a typographical error or will Attachment N be published?	The Service Level agreements are provided in Section II-4.7 Quality and Service”. No Attachment N will be provided.
17	Page B-5, question 29, is this a duplicate of question 24? Please clarify if these questions are asking for two different responses.	Question 29 specifically asks for the knowledge transfer plan during the implementation phase, when resources from incumbent contractors may be replaced by resources from the awarded contractor. Question 24 is looking for the plan should the awarded contractor’s resources need to be replaced for any reason.
18	Page F-1, can CWOPA provide data on hours to be used geographically in regions across the state? What are the assumptions that can be used to determine the expected use of resources across each region, our management systems needed for those regions and, therefore, the overall cost of the contract?	The vast majority of the resources will be required in the Harrisburg area. However, CWOPA reserves the right to request resources to be located at any location in Pennsylvania, and the awarded contractor should be able to provide those resources at the negotiated rates within specified time frames.
19	Page F-1, can CWOPA provide approximate breakdown of hours by agency so that vendors may determine proper coverage for the on-site management requirements?	The following agencies make up 80% of the resource requirements: Department of Transportation, Department of Public Welfare, Department of Environmental Protection, Department of Labor and Industry, and Department of Revenue.
20	Page 15, II-4.3, are the on-site managers mentioned in this section the same people described as “account managers” in II-4.9 on page 19?	No. On-site managers will provide needed administrative service to the contractor, should manage time sheets and attendance, and should be available to discuss and resolve any issues that arise with the service of the contract. Account managers will not be located on-site at CWOPA agency locations, but should be located at the awarded contractor’s location. These account managers should handle receipt of requests, review of resumes selection of a set of resumes for each resource request, scheduling of interviews, and management of the web-based ordering and reporting tool. They should also be the main point of contact for invoicing and billing tasks and questions.
21	What percentage of the overall estimated annual hours is from the consolidation of existing contracts versus incremental staffing requirements?	The estimated hours are a combination of historical resource requirements and anticipated future work needs. They are the best guess at how many hours CWOPA will require during the first year of the contract. CWOPA does not make any guarantees of volume and will not be held to the estimated requirements attachment, should needs increase or decrease over the life of the contract.
22	How will the Commonwealth provide access to automated systems when the off-site work described Attachment B II-4.8 is performed? If not, please clarify the roles intended for each title.	The Governor’s Office of Administration’s, Bureau of Commonwealth Telecommunications Services implemented the Enterprise Virtual Private Networking (VPN) Service on May 20, 2003 as a connectivity option to meet the access and security requirements of all Commonwealth agencies and their business partners. This service provides users with a means to remotely access the Commonwealth Enterprise network (the MAN) and agency resources from the Internet through a secure VPN tunnel. The secure connection ensures that data confidentiality, integrity, and availability are maintained while a user is accessing Commonwealth systems and information. This service is an alternative remote access option to the Enterprise Dial Access service, but is not intended to replace this Dial Access service. More information can be obtained from the OA/BCTS Security team at security@state.pa.us, or you can review the Commonwealth’s Internet site at http://www.oe.state.pa.us , search on “VPN”. The Supplier will incur any cost associated with this service.



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Index	Submitted Question	Commonwealth Answer
23	Since the Commonwealth will not reimburse the contractor for travel, meals, lodging or other expenses, can the Commonwealth estimate how the hours for the Estimated Future Demand described in Attachment F will be spent by the geographic Areas described in Attachment C?	The vast majority of the resources will be required in the Harrisburg area. However, CWOPA reserves the right to request resources to be located at any location in Pennsylvania, and the awarded contractor should be able to provide those resources at the negotiated rates within specified time frames. Resources are expected to reside in close proximity to the work site, and the contractor should have a recruiting plan in place to identify resources where none currently exist.
24	How does the Commonwealth define a "Lot" as mentioned in Attachment I? How do "Lots" relate to the Area and Job Title described in Attachment C?	If CWOPA determines that it will use an online auction for the final negotiation of the contract pricing, it will provide the information on the lot structure and additional contractor worksheets at that time. Information on auction value calculation and other important information will also be provided.
25	Attachment I, 1.k. Please confirm that prices must be valid for the initial two year term of the contract.	The final pricing, determined through online auction, negotiations, or Best and Final Offer, are required to stay valid for the initial 2 years of the contract. Pricing thereafter will be negotiated as stated in Section I-25 Term of Contract.
26	Section III-3, Criteria for Selection, "Quality and Performance". What is the Commonwealth's expectation regarding "quality guarantees"? Is CWOPA referring to the contractor's ability to meet or exceed Service Level Agreements?	Yes, CWOPA is referring to the contractor's ability to meet or exceed the Service Level Agreements as stated in Section 11-4.7, and any additional quality measures to be determined jointly by the contractor and CWOPA after contractor selection.
27	This contract covers the provision of labor over several years. Given the nature and diversity of the labor market over time, can CWOPA please answer the following?	Please see below for responses.
28	Are there any requirements for only US residents as candidates for the Commonwealth's skill requirements?	See Section II-4.8. There are no requirements.
29	If non-US residents are acceptable, what are the Visa requirements that must be met by contractors?	All resources must have proper visas and must comply with Federal laws and regulations.
30	Are there any preferences or restrictions not mentioned above that contractors must comply with in the sourcing of skills for this contract relative to the worldwide labor force?	See Section II-4.8.
31	How can contractors provide offshore resources under this contract to be responsive to the Commonwealth? If offshore resources are not desirable it would be helpful for the Commonwealth to state that all resources must be at the Commonwealth's location.	Please see Section II-4.8, stating "Please be aware that use of off-shore resources may contradict future gubernatorial mandates or executive orders and preference may be awarded to proposals which include only onshore resources"
32	Does CWOPA want to establish additional categories of skills, possibly limited, and have rates specified as "offshore only"? CWOPA could provide contract flexibility and control its use through policy. Please create a level playing field on this issue so we can be most responsive to the Commonwealth's needs.	Please see Section II-4.8, stating "Please be aware that use of off-shore resources may contradict future gubernatorial mandates or executive orders and preference may be awarded to proposals which include only onshore resources"
33	Page 18, Section II-4.8, Location of off-site work-Assuming CWOPA does not desire offshore labor as part of this contract, please be more specific on CWOPA's intent regarding the offsite location of staffing resources. Specifically mentioned are Data Entry and Imaging positions. Given the added costs of providing a workplace for IT Staffing resources, will CWOPA please provide a category and quantity for specific skills that are vendor housed rather than customer housed? How will any specific infrastructure requirements related to the positions described as "Data Entry or Imaging" or other positions that may have similar issues be accommodated?	As stated in Section II-4.8, CWOPA may give preference to Suppliers who do not utilize offshore resources. Specific information by category and quantity is not available at this time. The specific infrastructure requirements will be discussed at the time of implementation.
34	Page 19, II-4.9, 1st paragraph, for phase-out of current resources to new resources, can CWOPA provide detail on the current resource base, length of service with the Commonwealth, and specific technologies that each resource is applying?	No, this information will be provided to the awarded contractor during the implementation phase of the contract.



IT Contract Services Q&A

Index	Submitted Question	Commonwealth Answer
35	Page 22-23, II-5, items G, H, L – Please provide guidance on how vendors should calculate the amount and percentage of compensation each Small Disadvantage Business or Socially Disadvantage Business or Enterprise Zone Small Business will receive, when the commitment from CWOPA is unknown at this time.	The estimated hours for each job title are provided, and CWOPA has asked that the contractor provide information on subcontractor detail for each of these titles. The contractor should use this information to estimate the percentage of business given to the subcontractors and to Disadvantaged Businesses.
36	Given that the overall quantities of estimated hours is not broken down by region and that costs may be different by region, how should contractors and the Commonwealth determine the overall estimated value and, therefore the Small Disadvantage Business or Socially Disadvantage Business or Enterprise Zone Small Business values?	The estimated hours for each job title are provided, and CWOPA has asked that the contractor provide information on subcontractor detail for each of these titles. The contractor should use this information to estimate the percentage of business given to the subcontractors and to Disadvantaged Businesses.
37	Attachment C, Area Definitions: Allegheny County appears to be out of place geographically. Is it correctly stated in Area #4?	Areas 1 through 5 are not defined geographically, but are defined according to the average wage rates in those areas. For example, Area 5 counties have the highest average wage rates in Pennsylvania, while Area 1 has the lowest. This was designed to assist the contractors in providing accurate pricing for each location according to a more accurate scale. Any geographical relationship between the counties within an Area, or lack thereof, is coincidental.
38	Attachments D & E: there appears to be a disconnect between these attachments in that Attachment D distinguishes category levels based on years of experience, and Attachment E distinguishes levels based on certain technologies. A resource with 1 year of SAP experience could be placed in Category 1 based on Attachment D and in Category 3 based on Attachment E. Similarly, a COBOL resource with 10 years of experience would be placed in Category 3 based on Attachment D, but in Category 1 based on Attachment E. Will CWOPA provide more guidance and insight?	Refer to Attachment C – Pricing Submittal. The contractors are required to provide pricing according to job title, job level and skill category. Attachment D describes the job title and job level. Attachment E is describing the varying skill categories required. For example, a Programmer with 1.5 years of experience in Java would be a Programmer Level 1, Skill Category 2.
39	Attachment H, pages H-13 and H-14, items G, H, I, J, K, and L appear to be missing. Were these items deleted on purpose?	The items provided under Part 4 – Business Associate Obligations, are incorrectly lettered. All necessary items are provided, however.
40	Attachment I, page I-4: because this page requires a signature, is it correct to assume Attachment I should be included in the Technical Submittal?	Yes, the signature page of Attachment I should be provided to CWOPA as part of the contractor's Technical Proposal.
41	Will the Commonwealth provide a list of existing contracts including the number of resources, current pricing, and current agencies, that are expected to transition? This information would be helpful in planning a smooth transition.	No, this information will be provided to the awarded contractor during the implementation phase of the contract.
42	Will the Commonwealth make available the list of respondents to the RFI? Are the RFI responses available for view?	No.
43	Will the Commonwealth accept exceptions/clarifications to the Terms and Conditions presented in the RFP, or will a contractor be disqualified if exceptions are taken? Will the selected contractor be able to negotiate Terms and Conditions during negotiations?	Contractors can offer exceptions or clarifications but the Commonwealth will not necessarily accept them. Any proposed exceptions or clarifications not included in the contractor's proposal will not be allowed to be brought up at the time of negotiation.
44	Is it the Commonwealth's expectation that the baseline for the Reverse Auction will be prevailing wage? Will the Commonwealth make the prevailing wage rates for each job category available to each responder? How will the prevailing wage be incorporated into the Commonwealth price evaluation? If the prevailing wage is the lowest rate, and for example, five contractors bid this same rate for one job category, how will the Commonwealth rank bids?	Pricing will be a mix of wage rate and contractor markup rate for each job title, level, category and location. Additional online auction calculation sheets will be provided if and when CWOPA determines the need to conduct an online auction. Contractors should determine the bill rates for each line item using their best information. No historical pricing information will be provided.
45	Is there an estimated minimum value for purchase orders to be issued under the contract resulting from this RFP?	No
46	Will the Commonwealth provide additional information on the COSTARS program?	For additional information on the COSTARS program, please see http://www.dqs.state.pa.us/procurement/cwp/view.asp?a=3&q=119619&procurementNav=1



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Index	Submitted Question	Commonwealth Answer
47	For the Technical and Price Submittals, does the Commonwealth want the contractor to deliver a total of eight copies, two of which are designated as originals or two originals plus eight copies?	Eight (8) total paper copies, two (2) originals and six (6) copies. Please also include two (2) electronic copies.
48	If a company is a small business, but not small disadvantaged, socially disadvantaged, or Enterprise Zone, is that company permitted to be part of more than one contractor team during pursuit of this contract?	Yes
49	Would the Commonwealth consider a transition arrangement that would protect the staff that is in place at the end of the contract and the contractors that supplied them? If there is uncertainty toward the end of the contract, it may be difficult to fill positions that become available toward the end of the contract term.	CWOPA will monitor the contract end date use reasonable efforts to limit uncertainty about the outcome of contract transition. Contractors may propose additional plans in the Technical Submittal if desired.
50	Is it correct to say that no services will be started within the initial 2-year contract period unless their period of performance expires prior to the end of that 2-year period?	No, that statement is not correct. Work durations for this contract are generally shorter-term in length.
51	Is it correct to say that there is to be no price escalation during the first 2 years?	Yes, see Section I-25 Term of Contract.
52	In the Technical Submittal, this contractor assumes that the Commonwealth would like to see a total of three citations regarding historical performance, each containing information for one client contact. Is this assumption correct?	Yes, the assumption given by the contractor is sufficient for the required response.
53	Since it intends to have remedies for unacceptable performance, will the Commonwealth consider incentives for performance at levels above the contracted service levels?	Not at this time. This may be considered at the point of contract renewal based upon quality of the awarded contractor's performance.
54	Will the Commonwealth consider alternate pricing during the 60-day grace period that will allow for an orderly transition from existing contracts?	As a reminder, there should be no pricing information listed in the Technical Submittal, or the contractor will be considered non-responsive. The Pricing Submittal should include one set of pricing for the entire 2-year contract.
55	This section indicates that it is the Commonwealth's expectation that the majority of work will take place at on-site locations. Is this correct?	Historically the work has primarily occurred on-site at CWOPA agency locations. However, CWOPA will make no guarantees of level of work or locations for this contract.
56	Does the Commonwealth have a preference as to where the web-based tool is hosted?	The tool should be hosted by the contractor. Information on where it is hosted should be provided in the Technical Submittal.
57	When does the Commonwealth expect this tool to be available?	CWOPA will accept a short implementation period for development and roll-out of the web-based tool. Contractors should provide anticipated timing to implementation after contract award in the Technical Proposal.
58	What is the estimated number of state employee users of the web-based tool system?	The contractor may assume that there will be several users at each CWOPA agency, and potentially additional users through the COSTARS program. More detailed estimates will be developed and communicated after the contract is awarded.
59	Will there be different types of users, such as a select group that can place an order, and others that will not be able to order, but have access to monthly reports?	Yes, as mentioned in Question 36 in Attachment B, there are some individuals at CWOPA, such as comptrollers, who will require access to invoice copies and reports.
60	Regarding the specification that the web-based tool support "required free-format fields" will the Commonwealth provide an example of the type of information that those fields will contain, including types and lengths, and describe how that information will be used?	Examples of the types of information for the free-form fields include urgency of request, specific subcontractors or resources which CWOPA has had experience with in the past as suggestions, and specific technologies or skills which are not available to detail in the limited-answer fields.
61	Regarding the specification that the web-based tool supply details on the current resource pool, will the Commonwealth provide additional detail on the information that must be included to support this requirement? Does the Commonwealth have any format requirements? Is there a baseline of data? Is there an existing list to import?	The specific report and invoice formats will be agreed upon by the awarded contractor and CWOPA during contract implementation. There is no existing list that the contractor will be required to input – the information should start with the resources provided at the beginning of the contract by the awarded contractor.



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62	Regarding the specification that the web-based tool support time reporting, is it correct to assume that the time tracking information can/should also be used to create the invoices?	Yes, that information can be used to create invoices, but it is not a requirement.
63	If time tracking information is required, what level of time capture is required, e.g., hours, tenths of hours, or minutes?	Time tracking should be based on hours.
64	For orders that must be entered into the web-based tool as "urgent," what are the criteria for making the order urgent? If the order is marked urgent, is there other information that needs to be captured? Are there any safeguards to keep all orders from being marked urgent? What percentage of orders does the Commonwealth foresee that will be classified as urgent?	The CWOPA agency requestor will identify at the time of request whether or not an order is urgent. The agencies have developed the response time frame for both urgent and normal requests, and agree that the timing for each is sufficient, so CWOPA does not anticipate abuse of the urgent request format. However, the CWOPA contract manager will monitor usage. No other information will need to be captured, as long as the contractor is able to provide the resource resumes in the Urgent time frame established in Section II-4.7 Quality and Service. CWOPA does not have an estimate of the <u>percentage of requests classified as urgent at this time.</u>
65	Is there a list of compliancy requirements for the application, i.e. browsers/versions that must be supported, acceptable response-times, or use of JavaScript, secure-site (SSL) requirements?	This information can be found in a series of IT Bulletins at the OA website which can be found at http://www.oit.state.pa.us/oaoit/site/default.asp .
66	Will the Commonwealth confirm that a purchase order from the SAP system, when received by the web-based tool, completes the order process in the web-tool and in turn initiates the billing process?	The SAP system will not send PO's to the web-based tool. The technology is not available at this time. The web-based tool will be utilized for requisitioning and reporting only.
67	If a Commonwealth agency determines that a candidate is not meeting its needs during the initial 5-day period, and that candidate's billing information must then be reversed, is there a proposed feed from the SAP system to reflect that situation? Will the feed be the responsibility of the Commonwealth?	There will not be any communication between the SAP system and the Supplier's billing system. It will be the responsibility of the Supplier to reverse the billing on their system.
68	This contractor assumes that all financial transactions will be via Electronic Funds Transfer (EFT). Is this assumption correct?	This assumption is not correct. EFT may be used, but there is no standard payment process across CWOPA at this time.
69	How often will the EFT process run: daily, weekly, or monthly?	This information is not available as there is no standard payment process in place.
70	Does the system need to support SAP account code processing, such as verification of account codes?	No.
71	Would it be acceptable to create reports using a batch process that would allow reports to be stored on a common report server, possibly within the Commonwealth's WAN, which will allow individuals access to the invoices/reports as they need them?	The contractor may propose this type of reporting structure.
72	Is it correct to assume the contractor's system will generate the monthly SLA reports?	Yes
73	Question 10 refers to RFP Section II-4.4 On-Site Management. Should the reference be Section II-4.3?	Yes, Question 10 should refer to Section II-4.3 On-Site Management.
74	Attachment N is not currently part of the RFP document. Is the table on page 18 of the RFP the SLA information referred to as Attachment N?	The Service Level agreements are provided in Section II-4.7 Quality and Service". No Attachment N will be provided.
75	Question 36 states that reporting varies depending on the location and type of work being performed. Will the Commonwealth provide an example of what is meant by this? Is it strictly the way the information is formatted, or is the information on the invoice/reports different?	Specific formatting and details of reports and invoicing will be discussed and finalized during the implementation phase of the contract. The format of the invoices and resumes should be standard across the contract; there may be a need to specific reports with various data fields to be provided, or <u>accessible to CWOPA employees, at various agencies.</u>
76	How does the Commonwealth expect the hours that have been forecasted to be distributed among the counties and the regions of the state?	The vast majority of the resources will be required in the Harrisburg area. However, CWOPA reserves the right to request resources to be located at any location in Pennsylvania, and the awarded contractor should be able to provide those resources at the negotiated rates within specified time frames.



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77	What is the Commonwealth's estimate for the second year of work (i.e., number of hours)?	CWOPA does not have an available estimate for the second year of work.
78	Will the Commonwealth please confirm that the Attachment G referenced in the RFP is the correct document, since the title stated in the attachments differs from that at the referenced url?	a. Attachment G is the Standard Contract Terms and Conditions for DGS Statewide Contracts for Services, and the link provides the correct document.
79	Attachment B, Section II-4.3, #11: If the CWOPA determines that "data entry" or other work will need to be performed off site, what are the CWOPA's connectivity requirements or expectations? Hardware? Software? Security? Facility capacity? How does CWOPA expect to manage work done off site?	See question 22. CWOPA expects to manage the off-site work via the chain of command and with Project Manager task schedules. Specific additional information will be provided to the awarded contractor at the time of requisition.
80	Attachment B, Section II-4.3, #11: If positions (data entry or other) are required or expected to be facilitated off site, how should any cost assumptions be factored into pricing? Should a separate cost assumption be proposed?	The hourly rates should include any off-site facilities required. There will be no additional costs paid by CWOPA for off-site work requirements.
81	Attachment B, Section II-4.5, #19: In asking "how many current resources does the contractor have in its internal resource pool who would qualify as potential candidates for CWOPA's IT Contract Service needs" is it expected that the awarded contractors' core business competency should be in or related to IT Staffing?	The internal resource pool is comprised of "bench" employees as well as 1099 employees for each contractor. The network of resources is defined as the resources provided to the contract through a subcontractor. CWOPA will also take into consideration the use of subcontractors where internal resources are not available. The contractor is not required to be primarily an IT Staffing company.
82	Attachment B, Section II-4.5, #19: Is it expected that the awarded contractor should have a larger internal resource pool than the subcontractors? How is CWOPA defining current resources and resource pool?	CWOPA has a stated minimum amount of work to be conducted by subcontractors (see Section II-4.7), but no maximum. The internal resource pool is comprised of "bench" employees as well as 1099 employees for each contractor. The network of resources is defined as the resources provided to the contract through a subcontractor.
83	Considering the large upfront investment in software, implementation and interfacing with SAP, are there or will there be legal or other participation requirements by all agencies in this strategic sourcing initiative? If not, how will workforce spend outside this initiative be handled?	It will be the goal of the Department of General Services and CWOPA to ensure full compliance with this contract. Waivers to utilize another process will only be given for work that has been proven not be able to be handled through this contract. Non-contract spend will be discouraged.
84	What is the CWOPA's commitment to assisting the vendor with the integration into SAP? Will there be CWOPA resources assigned to this effort?	The web tool is not required to be integrated with SAP. Should SAP become required for vendors to communicate with CWOPA, CWOPA will provide the appropriate technical support to the vendor. However, this is not applicable at this time.
85	Pricing: Because contractors in this competitive RFP are driven to provide a true "best and final offer" in initial pricing, what is the expectation for a reverse auction? How would the CWOPA reconcile price differences?	CWOPA may determine that an online auction should be utilized to ensure all contractors are providing their best and final offer, and to give contractors and opportunity to view their pricing rank among other contractors and better their price. If an online auction is utilized, the final price submitted will be considered as the sole pricing option from the contractor.
86	Attachment B, Section II-4.9, #28: Plan for "transferring contractors from the other contractors to the (Prime) contractor's internal resource pool". Does CWOPA have estimated numbers on potential contractors to be converted? If a conversion cannot be agreed upon, is the contractor expected to replace the resource with like/similar caliber resource? What about current non-compete clauses the consultants will have with current vendors?	Information on the number of contractors which shall be converted will not be available until after contract award. Contractors are expected to replace the resource with a similarly qualified resource if the current resource is not converted. If certain restrictions inhibit a resource from transferring to the awarded contractor, the contractor is expected to replace the resource with a similarly qualified resource.



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87	Based on estimated hours and revenue associated, as a "prime" wouldn't the size of the contract push MBE/WBE beyond thresholds necessary to maintain that status?	No. MBE/WBE certification currently has no revenue restriction nor does the Socially Disadvantaged Business designation. While those businesses designated as Small Disadvantaged Business can gross no more than \$20 million (or \$25 million for Information Technology sales/service companies) annually at the time the contract is awarded, they will retain the Small Disadvantaged Business designation during the contract term even if their gross annual revenues rise above the \$20/25 million maximum. Should this happen, however, the Small Disadvantaged Business designation will only hold for the awarded contract until the contract expires. Once the contract expires, the prime cannot respond as a Small Disadvantaged Business again if it does not meet the criteria. Similarly, even while the awarded contract remains effective, the prime cannot respond to other contracts as a Small Disadvantaged Business if it does not meet the criteria.
88	Does the CWOPA have locations associated with the hours estimate? What is the estimated % of hours associated with locations outside of the Harrisburg area?	The vast majority of the resources will be required in the Harrisburg area. However, CWOPA reserves the right to request resources to be located at any location in Pennsylvania, and the awarded contractor should be able to provide those resources at the negotiated rates within specified time frames. There is no specific percentage information available by location.
89	Attachment F: The total hours estimate is listed as 771,907. Is this number reflective of hours worked in a given calendar year in the past or reflective of a future year, 2004 or beyond? Will spending be relatively the same as past years or do you expect it to substantially change or fluctuate in future years?	This is a combination of the historical number of hours worked by IT staffing resources at CWOPA agencies as well as information on the next fiscal year's (July 2004 – June 2005) IT Staffing plans. Spending depends on CWOPA's budget for such work, and no guarantees are made for a certain volume of work should the situation change.
90	Regarding SLA's, what is the CWOPA's definition of an "urgent" requirement?	Agency requestors will determine if a request is urgent. It is primarily expected that an urgent request will be posted when a resource is needed within a shorter period of time than is typically given to place an order and receive a resource.
91	Attachment B, Section II-4.7, #25: Where is "attachment N" located?	The Service Level agreements are provided in Section II-4.7 Quality and Service". No Attachment N will be provided.
92	Relative to past performance in the area of Information Technology Contract Services, will the CWOPA provide equal weighting on a supplier's past performance in the commercial arena as the local, state and federal space. That is, will equal consideration be given to a Contractor who has documented past performance in the commercial sector but no documented past performance with a State entity?	A contractor's experience with all clients will be considered as part of the past performance criteria. A contractor will not be penalized for not having public sector experiences. All contractors should demonstrate fully their experience in this type of work, whether public or private.
93	Section II-4.9 Implementation Plan the CWOPA references "taking on a large volume of requests during the first phase of the contract." Can the CWOPA expound upon the source of the large volume of requests? Is this IT orders that will need to be filled, IT contract resources that will need to be pay rolled, business requirements in terms of establishing the program for the CWOPA etc?	The source of the volume will be from all three mentioned above. The July – September time frame typically has higher than normal volume for many agencies, and current resources may need to be pay rolled or replaced as of the new contract start date. Additional contractor resources, such as account managers, may be required to successfully implement the contract. Contractors are able to provide their plan in the Technical Submittal.
94	Based on the fact that organizations view "mark-up" as meaning different things, what elements would comprise the "mark-up" for purposes of filling out Attachment C – Price Submittal?	Mark-up should include all non-wage rate costs. Wage rate should be the actual pre-tax wage received by the resource. Mark-up rate should include contractor overhead costs, profit, healthcare and other benefits, insurance, etc.
95	Is it expected that the initial term of the contract will begin at the beginning of Fiscal Year 2004/2005?	It is expected that the contract will begin in the July 2004 time frame.
96	CWOPA states its expectation that Contractor "utilizes subcontractors to perform the work of the contract." What are the CWOPA's minimum requirements with respect to the Contractor subcontracting a portion of the work to be performed? Can the CWOPA express this value as a percentage (e.g., 10%, 15%, 20%, 25% etc)?	Please see Section II-4.7 Quality and Service for the specific minimums and service level agreements. The stated minimum requirement for Subcontractor usage is 15% of revenue and 30% of all resumes received.
97	What is required for a joint venture with a Disadvantaged Business?	Contractors can find the definition of a joint venture on the BMWBO website at www.dgs.state.pa.us , Keyword: BMWBO by first clicking on Disadvantaged Business Program and then Program Overview.



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98	What is the estimated future demand (Attachment F-1) from the "provision of Piggybacking" (H-1) form concerning "other local procurement units?" Based on prior contracts, can you give us an estimate?	No estimate of this type of work is available, as it is optional for all other local procurement units to utilize the contract.
99	Who wrote the RFP and is this entity eligible to bid on the RFP?	This RFP is issued by DGS and not written by a competitor for the contract.
100	In RFP section <i>II-4.7 Quality and Service</i> , the Performance Metrics column of the table on the top of page 18 references the word "urgent" in relation to flagged submittal and fill rate. How do you define "urgent?"	Agency requestors will determine if a request is urgent. It is primarily expected that an urgent request will be posted when a resource is needed within a shorter period of time than is typically given to place an order and receive a resource.
101	How many positions do you expect to fill outside of the Harrisburg metropolitan area? Where do you anticipate these positions to be located?	The vast majority of the resources will be required in the Harrisburg area. However, CWOPA reserves the right to request resources to be located at any location in Pennsylvania, and the awarded contractor should be able to provide those resources at the negotiated rates within specified time frames.
102	Is there any restriction on using H-1B and L-1 subcontractors?	CWOPA has no restrictions on using H-1B and L-1 subcontractors.
103	Do we need eight plus two original copies (for a total of 10) each of the Technical and Price Submittals, or do the two original copies count as part of the eight copies?	Eight (8) total paper copies, two (2) originals and six (6) copies. Please also include two (2) electronic copies.
104	What Minority/Women Owned Businesses classification codes (the discipline or area of service) i.e. Software Development) are applicable to the position categories?	For details visit the BMWBO office website at www.dgs.state.pa.us , keyword BMWBO.
105	Does CWOPA wish to retain the right to hire a contractor's resource that has been placed on site?	No such plans for this occurrence exist at this time.
106	To allow greater flexibility to the Commonwealth in pricing. Would CWOPA allow repricing after one year according to CWOPA's renewal guidelines? A two-year price forces a higher risk amount to be placed on year 1 pricing.	No, the pricing is to be set for 2 years.
107	Attachment F describes estimated future demand. Can you describe how the estimate was arrived at?	This is a combination of the historical number of hours worked by IT staffing resources at CWOPA agencies as well as information on the next fiscal year's (July 2004 – June 2005) IT Staffing plans. Spending depends on CWOPA's budget for such work, and no guarantees are made for a certain volume of work should the situation change.
108	Would year 2 estimates be significantly higher or lower than the year 1?	No information is available on year 2 estimates.
109	Are there specific events that would impact resources requirements of the 1 st year over subsequent years?	No specific events other than the normal, changing, course of business of the state.
110	Would CWOPA provide further breakdown estimates by each of the 5 pricing areas?	Specific information on hours by area is not available.
111	Does the Harrisburg area (pricing area 4) contain a significant proportion of the estimated effort? Can you provide that proportion?	The vast majority of the resources will be required in the Harrisburg area. However, CWOPA reserves the right to request resources to be located at any location in Pennsylvania, and the awarded contractor should be able to provide those resources at the negotiated rates within specified time frames.
112	Do pricing areas 4 and 5 contain the majority of the estimated effort?	The vast majority of the resources will be required in the Harrisburg area. However, CWOPA reserves the right to request resources to be located at any location in Pennsylvania, and the awarded contractor should be able to provide those resources at the negotiated rates within specified time frames.
113	Would you describe the rationale in determining the assignment of counties into pricing areas?	Areas 1 through 5 are defined according to the average wage rates in those areas. For example, Area 5 counties have the highest average wage rates in Pennsylvania, while Area 1 has the lowest. This was designed to assist the contractors in providing accurate pricing for each location according to a more accurate scale. Any geographical relationship between the counties within an Area, or lack thereof, is coincidental.



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114	What is the estimated average length of engagement time for an individual resource?	The length of time varies by work task, agency and requirements. This contract is intended for shorter-term (less than one year) work efforts, but can be used for very short-term assignments as well.
115	What is the minimum length of engagement time (hours, days)? (i.e. would a requisition ask for a resource for 4 hours of effort?)	There is no minimum requirement.
116	Please explain Attachment E – skill category matrix and how it relates to each job title, for instance Data Entry Operator (DE1) seems to have no corresponding match in the table.	The Skill Category Matrix is intended to give flexibility in the bill rate charged by the contractor depending on the type of technology skills required. The list of technologies is not exhaustive, and the list will be added to during the life of the contract. Is it expected that each job category will develop its own set of technologies to add to the skill category matrix, and that the technologies provided in this RFP should provide enough guidance to the contractors for pricing. Please refer to the definitions in Attachment E for more information on the skill categories.
117	Attachment L describes Order Process, please provide a sample requisition with the typical level of detail that would be provided by the requesting agency.	Details on the requisition format and information will be determined during contract implementation, in accordance with the contractor's web-tool capabilities and CWOPA needs.
118	How often will the adjustment process be allowed given the two years of firm price?	The price adjustment will take place upon renewal of the contract. The current plan is for the first adjustment to take place at the beginning of the third year, if the contract is renewed, with additional adjustments at the beginning of year four and five.
119	Would you describe how this adjustment of the skills category matrix will be implemented during the first two years?	Please see Section II-4.4 Maintaining Skill Categories with Changing Technology
120	Does this allow for pricing to be adjusted during the first two years based on changes in the skill category matrix?	No, pricing is fixed for the first 2 years of the contract. Skill category lists may be adjusted in order to keep pace with the changing technology environment but pricing for each skill category shall remain the same.
121	For a subcontractor to join the contractor's network they must be able to provide the resources at the contracted rates and meet any additional reasonable requirements that the contractor determines are appropriate. Is it CWOPA's intent to allow the contractor to have sole discretion as to what is reasonable and appropriate?	Yes, however CWOPA will monitor the subcontractor network to ensure that new subcontractors are given the opportunity to join the network where available. As stated in Section II-4.5 Network of Subcontractors, CWOPA requires that the network remain open and available to new entrants into the marketplace as well as suppliers who add or adjust capabilities.
122	If a subcontractor is on a contractor list – is there any requirement for the contractor to actually utilize the subcontractor or involve them in any part of the process.	Subcontractors should have sufficient access to the work requested by CWOPA, at a minimum at the levels provided in Section II-4.7 (30% of resumes received by CWOPA, 15% of business). CWOPA encourages contractors to maintain an open network and give subcontractors access to the work on a regular basis. CWOPA will not require the contractor to use specific subcontractors listed in the RFP, but it is the goal of CWOPA to get an understanding of the subcontractor network the contractor plans to utilize during the life of the contract.
123	If multiple subcontractors submit resumes to the contractor to fill a position – is the contractor required to submit all valid resumes to CWOPA? Or can they pick and choose which subcontractor resumes they wish to utilize?	Contractor is required to provide at least 30% of all resumes from subcontractors, and should provide the resumes with the best fit of skills and technical requirements to fill the position.
124	In the metric for offering Opportunity to the Network, can a contractor fulfill this obligation by providing a large number of resumes from subcontractors for certain positions and none for others? For example offer 40 subcontractor resumes for a single position request – yet submit no subcontractor resumes for 30 other positions. This would still yield a total of 40 subcontractor resumes and 90 contractor in-house resumes – exceeding the metric of 30% - but providing only 1 position for the subcontractor. Is this CWOPA's intent?	No, this is NOT the intended usage of the subcontractor metric. Please note the 15% requirement of business which should be provided by subcontractors – in this scenario, this requirement would not be met. It is also the intent that CWOPA receive between 3 and 5 resumes per resource request. CWOPA will never accept 40 resumes for one resource. The contractor is required to determine the best possible fits and provide a small group of resumes to fit the position.
125	The state Commonwealth intent is to increase participation of disadvantaged business and other subcontractors – would CWOPA be open to substantially increase the minimum SLA of 15%?	Yes, as stated in Section II-4.7 and Question 25 of Attachment B, contractors are encouraged to propose higher service levels than the minimums stated in the RFP document. Contractors are not allowed to change these minimums to meet a lower quality level.



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126	Subsection B describes (and Attachment L supports) that after two failures to supply a candidate that meets the requirements of the position, an end user may request a waiver to utilize a separate provider for that service need. What is the contractual vehicle the Commonwealth will use to support the "separate provider"? How will that separate provider be selected?	A separate procurement process will be utilized.
127	If CWOPA terminates the contract for cause what is the Commonwealth's plan of vendor replacement?	Not relevant to the contractor's proposal response.
128	As identified with Item 24 in Attachment B, the requirement for overlap and knowledge transfer is more project oriented than T&M. In regards of "work being completed" and expected knowledge transfer, please define the difference between time and material work and project work. A definition of a project would include accretion of knowledge during the engagement, deliverables, 'work to be completed'. Whereas time and material is the placing of a technically skilled individual (commodity) in a position for a period of time. Within this definition, time and material people are interchangeable.	The definition provided in the question is accurate. Project work is not included in scope for this RFP, but is covered under CWOPA's ITQ process. Knowledge transfer will still be required on non-project work due to knowledge gained by working on state-specific systems.
129	Off-site work often incurs other 'non-services' costs, such as equipment, facility, etc... Does CWOPA expect these costs to be included in the rate?	Yes
130	Should there be a 6 th area specifically for off-site work? A different cost structure would apply when the contractor must supply facilities/equipment in addition to resource cost.	A 6 th area will not be created specifically for off-site work. If excessive costs prohibit the Contractor from providing off-site work, the Contractor may want to consider utilizing sub-contractors who are equipped to handle this type of work.
131	Is there any limitation to the amount of effort that would require off-site (contractor provided) locations?	This will be Agency specific.
132	Would the contractor-provided off-site location be required to be within a certain geographical distance of the purchasing agency?	There are no specific requirements at this time, any future requirements will be communicated to the Contractor at the time of requisition.
133	In anticipation of a gubernatorial mandate or executive order to prohibit offshore resources in favor of on-shore resources would CWOPA consider an additional evaluation priority ranking for this type of a response?	CWOPA will take into consideration whether the contractor intends to use offshore resource in the evaluation process.
134	For offsite work, is it CWOPA's intent to identify the location of offsite work?	No, see question 127.
135	Upon award, will CWOPA provide the list of other contractor's employee's that will be brought into the contractor's internal resource pool?	Additional details will be provided during contract implementation on incumbant supplier information.
136	Is it CWOPA's intent that the awarded contractor will negotiate independently with other contractors employees to bring them into their internal resource pool?	The awarded contractor may discuss transferring resources. CWOPA encourages but will not participate in these discussions or negotiations.
137	Does the Contractor have a right to refuse work, without jeopardizing SLA's, which entail efforts outside of normal business hours (i.e. holidays, weekends)?	CWOPA is looking for a Contractor who can handle all types of requests including those outside of normal business hours. Any refusal will effect the SLA's.
138	Are there any issues with the Agency requesting contractors work more than 40 hours a week?	Resources may be required to work more than 40 hours a week. The contractor will be paid straight time for all hours worked by resources.
139	Describe "normal business hours". Does this differ by Agency?	Some resources may be required to work non-standard business hours, or more than 40 hours per week, and will be paid at straight time (no overtime premiums) for all work completed.
140	Will the business hours be spelled out in requisition before the resource is allocated?	Yes, as long as the web tool supplied by the contract is capable of handling this data field.



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141	If a project is based in one area, yet travel is involved to a satellite facility as part of completing the effort – will the agency pay expenses as per the Commonwealth Policy on travel expenses (as exists under the current ITQ)? For example, resources are engaged for a position in Harrisburg, during course of effort, agency determines that this resource needs to perform a subset of duties at a distant facility (e.g. Erie). Is the contractor responsible for all costs associated with the agency request?	No travel will be paid
142	Does the Commonwealth's goal of "channeling volume to a single contractor" mean only one vendor will be awarded a contract?	As stated in multiple sections within the RFP, CWOPA plans to award the contract to one Managing Supplier, who will in turn manage their own internal resource pool as well as a network of subcontractors to provide all CWOPA needs.
143	How does I-16 apply in this instance? What does a Pennsylvania certified WBE/DBE have to do in order to actually ever do business with our own state?	Please refer to Section II-4.5.
144	Can we assume that the subcontract agreements will be between the prime vendor and the subcontractor only?	Yes, CWOPA only requires that the subcontractors agree to meet the bill rates as agreed upon by the prime contractor and can provide resources that are of high enough quality and capabilities to service CWOPA needs. Individual agreements will be maintained by the prime contractor.
145	Is the Commonwealth open to the contractor proposing a suggested standard supply chain, albeit one that is open to additions/modifications?	Contractor may propose an established network of subcontractors as long as the contractor is open to additions, and as long as they are not in contrast to the Minimum Requirements or Standard Contract Terms and Conditions.
146	In section II-4.9, what are the Commonwealth's expectations regarding "resources transferring to the contractor's internal pool"? Please provide clarification of this requirement and further definition of internal pool?	CWOPA expects that incumbent resources may wish to transfer to the awarded contractor's internal pool of resources. The awarded contractor must present a plan for transferring these employees, or replacing these employees with their own internal resources or network's resources.
147	In section II-4.8, is the Commonwealth suggesting a development center that would be managed and facilitated by the contractor in Harrisburg? Will the CWOPA reimburse the vendor for reasonable operating costs?	No, CWOPA is not suggesting a "development center".
148	What criteria will agencies use to determine when to use this procurement vehicle instead of the RFP and ITQ process?	The work in scope for this process will not be covered under the ITQ contract. Agencies will be required to utilize this contract for the work in scope, unless the required work cannot be obtained through this contract.
149	Will this method of procurement be utilized for software maintenance projects only?	This contract may be used to acquire software maintenance resources, but the contract is not limited to this type of work as demonstrated in Attachment D - Job Titles and Descriptions.
150	Can a vendor participate in this procurement as a prime vendor on one bid and a subcontractor or another?	Yes.
151	Can a subcontractor be part of more than one team?	Yes
152	Can a Contractor responding to this RFP be a subcontractor for another team?	Yes
153	Will CWOPA track to ensure that a Contractor fulfills its obligation to a named Subcontractor in the proposal?	Contractors will not be required to utilize all subcontractors in the specific job categories mentioned in their response. However, CWOPA will track the usage and list of subcontractors to ensure the diversity and proper usage, and expects the contractors to be truthful in responding to their planned subcontractor network. See Section II-4.7 for network-specific service level agreements.
154	Are there any added incentives for Pennsylvania incorporated firms (in the Evaluation process)?	No
155	Do you have an anticipated award and implementation date?	The contract is scheduled to be implemented in July 2004.
156	Does the state allow consultants to work under a 1099 status?	Yes



IT Contract Services Q&A

Index	Submitted Question	Commonwealth Answer
157	Will the contractor assume management, billing and reporting responsibility of existing consultants?	Contractor will be able to discuss current resources and contractors and suggest they join as part of the internal resource pool (become part of the contractor's network) or as part of a subcontractor network. However, some resources may not transfer, and no resources are required to transfer. Contractor will be required to replace any resources who do not transfer or become part of the network of subcontractors.
158	What does the state currently spend for contract services that will be included in this contract?	Not necessary for a full response.
159	How many consultants are currently working at the state and how many vendors are represented?	The estimated number of hours has been provided for response purposes. This requested information is not available.
160	Why does CWOPA assume that margins will be the same for different levels within the same job title?	Mark-up rate should include contractor overhead costs, profit, healthcare and other benefits, insurance, travel, etc. CWOPA assumes that the contractor's costs for these items may vary across job titles, but should not vary across levels within a single job title. CWOPA is also encouraging this type of response so as to maintain a certain level of simplicity in contract management.
161	Will the % of mark-up be used in scoring evaluation of the proposal? If not, what is the purpose of disclosing it?	The markup rate is part of the bill rate, and thus will be part of the cost proposal that will be evaluated. It is important for CWOPA to ensure that wage rates are consistent across areas and contractors, so as to ensure that no single contractor provides wage rates which are too low in order to win the business. CWOPA wants to ensure that all contractors have a solid understanding of the work and level of skill required to meet the needs of the contract, and identifying the wage rate is an <u>important step in this evaluation process.</u>
162	Does the commonwealth realize mark-ups will vary depending on numerous factors including length of engagement, number or resources, current market conditions, etc?	CWOPA would like the contractor to maintain standard wage rate, markup and bill rates across the life of the contract (initial term of 2 years). Varying bill rates will not be accepted.
163	Will these "Bill Rates" be actual 'bill rates' or 'not-to-exceed' rates?	The bill rates are bill rates, they are not intended to be "not-to-exceed" rates.
164	Is the "wage rate" to be the hourly rate paid to the employee or should it include the cost of employee benefits?	Wage rate should be the hourly rate paid to the employee, as stated in II-7 Price Submittal.
165	When using subcontractors, is the hourly rate what the sub charges the prime, or the amount ultimately paid to the individual?	Wage rate should be the hourly rate paid to the employee. Any additional markup added by the prime vendor on top of subcontractor wage should be part of the mark-up rate.
166	Will data entry resources be charged to the Commonwealth by hourly rates with no regard to productivity or accuracy? How will off-site imaging be paid?	All job titles will be billed at hourly rates, whether on-site or off-site and regardless of type of work. Hourly rates should vary by job title, level, skill category and location.
167	The categories do not take into account expertise in program areas which would drive up the cost of talent. As an example, if an agency wants 1 COBOL programmer with transportation experience who doesn't fit the generic COBOL cost model, what should the department do? RFP?	The agency will request that a COBOL programmer with transportation experience be provided in the requisition, and will expect to be charged the contracted rate. If the contractor is unable to provide this resource to CWOPA at the negotiated rate, an alternate method to select an alternate supplier may be approved by the CWOPA Contract Manager and conducted by the agency.
168	How can the prime determine the % of subcontractors until the requirements are known?	Estimated total hour requirements are provided in Attachment F – Estimated Future Demand. This information, along with the information provided in the contractor's matrix in Question 14 of Attachment B, can be used to determine the % of hours provided by subcontractors.
169	Are the "on-site management resources" mentioned in item 9 on page B-2 the same people described under "program manager" title on pages D-5 through D-7? If not, do you anticipate the "on-site management resources" to be billable positions?	On-site managers typically are provided at no cost to clients of this size of work by the prime contractor. These managers should provide needed administrative service to the contractor, should manage time sheets and attendance, and should be available to discuss and resolve any issues that arise with the service of the contract. CWOPA does not expect these on-site managers to bill their time to the state.



Index	Submitted Question	Commonwealth Answer
170	Section II-4.14 it states that no overtime will be paid for after hour work which performed after normal business hours in order to complete a task on-time. Will the Commonwealth pay overtime for emergency work requested to be performed after hours by an Agency?	No overtime will be paid.
171	Section II-4.15 it states that no travel expenses will be paid since the contractor should have adequate coverage in locations throughout the Commonwealth. What if an Agency located in Harrisburg requests that their local resource go to one of their remote locations and does not want any other resource performing that work, can the Contractor be reimbursed for those travel expenses?	No travel expenses will be paid.
172	Section II-7 Under price submittal it defines the wage rate as the amount per hour a resource will be paid by the contractor. If a resource is on the vendor's payroll and is not a 1099'd employee, can the wage rate also reflect the cost to the vendor for supplying healthcare and other benefits for the resource/employee prior to the markup rate?	As stated in Section II-7, the markup rate should include any benefits, agency overhead and profit costs, and other administrative costs. Wage Rate should ONLY be the pre-tax amount paid to the individual.
173	Section I-27 and other places it states that the proposal costs have been arrived at independently and without consultation, communication or agreement with any other contractor or potential contractor. Does this preclude the sharing of information between a prime contractor and their network of subcontractor(s)?	No, contractors may discuss pricing and service information with their network of subcontractors.
174	Section II-1 it states that Contractors will make no other distribution of their proposals other than to the Commonwealth. Does this preclude the sharing of the proposal between a prime contractor and their network of subcontractor(s)?	No, contractors may discuss and review their proposals with their network of subcontractors.
175	May a vendor be included as a subcontractor on more than one prime contractor (other) proposal?	Yes
176	In Section II-4.5 it states that CWOPA is committed to maintaining a diverse network of subcontractors and remain open to additional subcontractors for the life of the contract. Does this preclude a contractor, who was listed as a subcontractor on another prime contractor proposal that was not selected, from being added to the winning prime contractor's proposal?	No, a subcontractor who was not part of the winning contractor's network should be eligible to become a member of the awarded contractor's network, as long as the subcontractor can provide the resources at the contractor's negotiated rates, and meets any additional requirements outlined by the contractor.

Date Posted: May 10, 2004

**IT Contract Services
RFP NUMBER: CN00008116
ADDENDUM #2**

This Addendum #2 revises RFP No. CN00008116 as follows:

1. Attached is the list of attendees to the IT Contract Services Pre-Proposal Meeting on May 6, 2004.
2. Due to the overwhelming response received at the Pre-Proposal Conference on May 6th, and because of the Commonwealth's desire that potential Contractors build a broad network of subcontractor's, the deadline for the RFP due date is extended until June 1, 2004 at 4:00PM.

Except as changed by this Addendum No. 2 and any earlier addenda, the Request for Proposal shall remain as originally written.

Issuing Office:

Department of General Services
Bureau of Purchases
Michael Richart

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Pre-Proposal Conference on RFP #CN0008116
Live Question and Answer Session – Transcript and Clarifications
May 6th, 2004

1.Question: How do we calculate the MBWBE portion of our proposal?

Please include in the Disadvantaged Business (DB) Submittal of your proposal the percentage (%) of total annual business that you anticipate sourcing through disadvantaged businesses in the your network using the good faith estimate of the number of hours per year provided in the RFP. The commitment will be binding, therefore the Contractor should describe how they intend to work with the Commonwealth to meet the goal. The DB submittal should include a specific percentage commitment for each identified disadvantaged business that the contractor intends to utilize.

2.Question: If a supplier is in the process of applying for MBWBE status how does that all work out?

A contractor or subcontractor must be confirmed as certified as a disadvantaged business by the Department of General Services or the Small Business Administration prior to the Proposal Response Date in order for the contractor or subcontract to be considered a small disadvantaged business for evaluation purposes. If the contractor or subcontractor has not completed the certification process prior to the Proposal Response Date, they will not be considered a small disadvantaged business for the purposes of evaluation of the DB Submittal.

3.Question: Follow-up to first question above – There's no commitment of any staffing level or revenue in this one. So is it percentage or real dollar value?

There is no commitment with any revenue in the contract but there is a good faith estimate of the number of hours included in the RFP. Contractors should use this estimate to come up with a reasonable estimate of what the revenue range is likely to be.

4.Question: Is there any issues with teaming with multiple primes out there?

Award will only be made to one prime contractor. Subcontractors are permitted, and in fact are encouraged, to contact several prime contractors to seek to be a part of a number of proposals.

5.Question: Provide clarification for question number 44 in the handout? (Is it the Commonwealth's expectation that the baseline for the reverse auction will be prevailing wage? Will the Commonwealth make the prevailing wage rates for each job category available to each responder? How will the prevailing wage be incorporated into the Commonwealth price evaluation? If the prevailing wage is the lowest rate, and for example, five contractors bid this same rate for one job category, how will the Commonwealth rank bids?) Basically pertains to the pricing that your currently are paying for those positions.

The primary reason we asked for the Wage Rate information in the Price Submittal is to have the ability to review all contractors proposed wage rates for each position and compare them across contractors and against market characteristics. CWOPA would like to ensure that it does not award a contract to a contractor who is unable to provide resources at the agreed-upon rate at all times, no matter what employment status. Please note that all wage rate

information will be compared to other contractors and that any unusually high or low wage rate information will be cause for clarification. However, we will not be setting a minimum wage requirement for the contractor's proposals at this time.

6.Question: Does the Commonwealth envision any training to be needed for the web tool?

When the contract is awarded there will be a formal announcement of the awarded contractor and the process for placing orders through the awarded contractor's web-based tool. The Commonwealth anticipates that there may be some initial training, either in person or self-study, required for those placing orders to understand how to utilize all the functions of the tool. The Contractor will be required to provide information on the training typically needed to implement the tool.

7.Question: Will there be a distribution list or will there be a sign in sheet posted so that each of you can have that information at hand and contact people at will?

Yes, the attendee list was posted on May 11th.

8.Question: Is there anything in the RFP that would preclude them from being a subcontractor with multi contractors?

Award will only be made to one prime contractor. Subcontractors are permitted, and in fact are encouraged, to contact several prime contractors to seek to be a part of a number of proposals.

9.Question: If a company is allowed to be on multiple teams as a subcontractor does the subcontractor have to provide the same pricing to each contractor?

Any agreements between contractors and subcontractors are strictly between those two parties and the Commonwealth will not place any requirements on these agreements other than those stated in the RFP. A prime contractor cannot participate in multiple proposals as such participation would likely violate the Contractor Integrity Provisions set forth in the Standard Contract Terms and Conditions.

10. Question: Regarding the web tool, would the prime be building the tool? Will the tool encompass the subs?

It will be the responsibility of the prime contractor to implement and manage the tool, and the prime contractor will be responsible for all web tool functions. It is up to the contractor and subcontractor agreements to determine how the subcontractors will be involved in the web tool, and how subcontractors will have access to the orders placed by the Commonwealth through the tool. In terms of hosting the tool, the prime may utilize an alternate contractor to host the tool as long as the prime agrees to be held accountable for all functions and performance of the tool.

The intent for the tool is clearly specified in the RFP. The Commonwealth is looking for a means by which it can efficiently distribute requisitions for the personnel with the capabilities required. It is required that both the Commonwealth and the network of sub-contractors managed by the prime should have access to the orders place through the tool. The tool would be used to place all orders for all work on the contract, not just the work performed by the prime.

11. Question: Can the data be provided for the average wage rates in the five regions that have been provided in the attachment?

The data utilized for developing the five wage rate regions was provided by the Pennsylvania Department of Labor and Industry. The average occupational wages for each region in 2002, as defined by the Center for Workforce Information and Analysis, are below:

Area 1: Under \$27,000

Area 2: \$27,000 - \$29,999

Area 3: \$30,000 - \$32,999

Area 4: \$33,000 - \$36,999

Area 5: Over \$37,000

12. Question: How for this evaluation will Enterprise Owned Small Businesses be recognized and evaluated?

Proposals offering participation by Enterprise Owned Small Businesses will be ranked in accordance with the priority rankings set forth in Part III-3 of the RFP. Enterprise Zone Small Businesses Participation is a separated criterion from Disadvantaged Business Participation. A company can earn points for both Enterprise Zone Small Business participation and Disadvantaged Business participation. Additional information can be found in Section II-6 of the RFP.

13. Question: With regards to the SAP attachment that was on the RFP, will integration need to take place between the contractor and SAP?

At this time there is no integration between the supplier systems and SAP. The question was provided due to the Commonwealth's plans to develop the use of this technology in the future, and the Commonwealth is interested in determining the supplier's capabilities in this area.

14. Question: How many suppliers do we currently have that are covering these positions?

There are about 600 vendors qualified under the OA IT ITQ in various categories. Of those 600, only approximately 130 to 150 actually did business with the Commonwealth in the last year. A smaller subset of this number of suppliers actually did business on IT Contract Services work.



IT Contract Services Q&A

Index	Submitted Question	Commonwealth Answer
1	For "contractor" to get the credit of a Disadvantage Business as a Prime Contractor or a Joint Venture Bidder or a Subcontractor, do we have to be a Pennsylvania Certified Minority Business before the RFP is submitted?? Alternatively, If we apply for the certification now and if the certification process is completed before the evaluation is done, can we get the credit of a Disadvantage Business?	A contractor or subcontractor must be confirmed as certified as a disadvantaged business by the Department of General Services or the Small Business Administration prior to the Proposal Response Date in order for the contractor or subcontract to be considered a small disadvantaged business for evaluation purposes. If the contractor or subcontractor has not completed the certification process prior to the Proposal Response Date, they will not be considered a small disadvantaged business for the purposes of evaluation of the DB Submittal.
2	<p>During the Q&A portion of today's pre-proposal conference meeting, a question was asked about whether prevailing wage would be considered. It appeared during the response that regional wage rates, as mentioned in the RFP, were getting confused with prevailing wage rates.</p> <p>This is an issue, especially for many of my clients who do not predominantly use H1 (technology & specialized labor) or L1 (executive/managerial) non-immigrant visas, and it's been a "hot" federal and state policy issue due to abuse of the L1 visa program to get very inexpensive labor.</p> <p>The main point of abuse is using L1 visa holders and paying them less than prevailing wage (pursuant to US law, H1 visas permits are capped annually, and prevailing wage applies; L1 visa permits have unlimited availability and prevailing wage does not apply due to the intent these visas were for executive and managerial positions).</p> <p>To ensure the unintended result of this bid will not encourage the abuse of L1 visas for the sake of wage savings, it may be worth considering language ensuring prevailing wage for the positions identified in the RFP.</p>	The primary reason we asked for the Wage Rate information in the Price Submittal is to have the ability to review all contractor's proposed wage rates for each position and compare them across contractors and against market characteristics. CWOPA would like to ensure that it does not award a contract to a contractor who is unable to provide resources at the agreed-upon rate at all times, no matter what employment status. Please note that all wage rate information will be compared to other contractors and that any unusually high or low wage rate information will be cause for clarification.
3	Question 104 requested a cross match between the RFP Job Titles and Description classifications and the DGS job classifications. The answer pointed to the DGS web site. Can you please clarify the Standard Occupational Codes (SOC) or DGS Job Classification codes used to derive the Job Titles and Descriptions in Attachment D?	DGS classification codes were not utilized to derive the Job Titles and Descriptions as provided in Attachment D.
4	When will the prevailing wage information be published?	This information will not be published. It is the responsibility of the contractor to review market information and provide the appropriate wage and markup information as requested in the RFP.
5	II-4.11, page 19, referencing questions 66, 68, and 69. At the pre-bidders conference, the state stated that there will be no SAP interface requirement at this time. Does this mean that you are withdrawing Attachment B, question 33 from the RFP? If not, please clarify.	As stated in Question 33, this is a future requirement with specific details to be determined after the contract implementation date. This is not required at the present time, but will likely be implemented at a future date. The Commonwealth would like to know the contractor's position on capabilities in this area.
6	Can the Commonwealth confirm they will allow L1 Visas to be utilized on this contract. L1's have restrictions on how long individuals can be in the country and who they can work for. There are also compensation issues (prevailing wage issues etc.)	CWOPA will not limit the type of workers who are permitted access to the roles on this contract, as long as resources meet all state and federal requirements for a legal employment status.
7	Will mark-up be evaluated separately from the total hourly cost?	Wage rate, markup rate and total bill rate will all be evaluated as part of the Pricing Submittal.
8	Does the Commonwealth understand a company who pays medical, retirement etc will be penalized by virtue of a higher mark-up.	CWOPA is aware that markup rate includes such costs as health and benefits, vacation, contractor overhead costs, contractor profit, insurance, etc.
9	RISK ASSESSMENT: II-4.7 #3, page 18, Please clarify "the contractor will be required to give a 3% rebate on the month's revenue back to each agency which has provided revenue to the contractor" and #4 "... 5%..." Is this a percentage of ALL revenues billed to the Commonwealth within the stated period?	This is a percentage of all revenues associated with this contract from the contractor for the stated period.
10	For Contractor to get the credit of a Disadvantage Business as a Prime Contractor or a Joint Venture Bidder or a Subcontractor, do we have to be a Pennsylvania Certified Minority Business before the RFP is submitted?? Alternatively, If we apply for the certification now and if the certification process is completed before the evaluation is done, can we get the credit of a Disadvantage Business?	A contractor or subcontractor must be confirmed as certified as a disadvantaged business by the Department of General Services or the Small Business Administration prior to the Proposal Response Date in order for the contractor or subcontract to be considered a small disadvantaged business for evaluation purposes. If the contractor or subcontractor has not completed the certification process prior to the Proposal Response Date, they will not be considered a small disadvantaged business for the purposes of evaluation of the DB Submittal.
11	Would it be possible for me to get a copy of the attendees from yesterdays pre-bidders conference so that I might see who may need our assistance? Also if we do receive our WBE designation may we be posted as a potential disadvantaged business on your web site where you identify possible disadvantaged companies for this RFP?	Attendee list was posted as an addendum to the RFP on 5/11/04. Only certified firms are added to the website since it is possible that a firm will be denied certification.
12	Will the Commonwealth consider a one week extension for the Response Date and change the Due Date to May 24, 2004.	The response date has been extended to June 1st, 2004 at 4PM.



IT Contract Services Q&A

Index	Submitted Question	Commonwealth Answer
13	Response to Question 102 indicates that the Commonwealth has no restrictions on using H-1b and L-1 subcontractors. Please confirm that a Prime could bid with a team of resources that includes 100% H-1b and L-1 subcontractors and could win the contract.	This could be a possible scenario. However, price is only one of the many selection criteria used to evaluate the contractor responses. Please see Section III-3. Criteria for Selection for additional details on the criteria used to select the awarded supplier.
14	The Commonwealth indicated that Prevailing Wage information was used to establish the Geographic Coverage Areas for the RFP. In addition, the Commonwealth in the Response to Question 161 and Questions during the Pre-Bid Conference seemed to indicate that Prevailing Wage information will be used in evaluating the Contractor Cost Proposals. In the case of an online auction, will the Commonwealth consider Prevailing Wage as the baseline cost and the floor for the wage paid to any labor category. Will the Commonwealth accept wage rates that are lower than the prevailing wage?	The information used to establish the Geographic Coverage Areas for the RFP was derived from the Department of Labor and Industry's statistics on average wage rates in Pennsylvania counties, not the "Prevailing Wage Rate". The primary reason CWOPA asked for the Wage Rate information in the Price Submittal is to have the ability to review all contractor's proposed wage rates for each position and compare them across contractors and against market characteristics. CWOPA would like to ensure that it does not award a contract to a contractor who is unable to provide resources at the agreed-upon rate at all times, no matter what employment status. Please note that all wage rate information will be compared to other contractors and that any unusually high or low wage rate information will be cause for clarification. CWOPA will not make any statement regarding accepting or denying bid wage rates until all proposals are received and evaluated.
15	What steps will the Commonwealth take to insure the wages proposed for the Labor Categories are in fact the Wages Paid ? How does the Commonwealth intent to monitor the Contract?	It will be the responsibility of the awarded contractor to ensure that resources are paid the wage rate as stated in their response to the RFP. CWOPA will only monitor the Bill Rates charged by the contractor to ensure that they match to the agreed-upon pricing as stated in the contract.
16	Given the following: - the responses to questions 35 and 36 on the need to allocate a percentage of business attributed to MWE's; - the subsequent responses to questions 122 through 124 stating the contractor should provide at least 30% of all requested resumes from subcontractors; - MWE subcontractor commitments are presumed to be contractually binding; and, - the contractor has no control over which resume is accepted by the Commonwealth. How will the Commonwealth measure compliance to MWE allocations as detailed in the bid response? Will the contractor be penalized if MWE resumes are not accepted at contracted ratios	CWOPA will measure the total revenue to disadvantaged businesses as a percentage of the total revenue from the contract. The contractor is required to provide its percentage of dollars commitment in the Disadvantaged Business Submittal and is required to deliver this percentage commitment during the life of the contract. CWOPA and the awarded contractor will work together to ensure that the appropriate resources and number of resumes are provided to ensure this level of commitment is met by the contractor.
17	Per responses to questions 150 through 152, and in responses to oral questions asked at the pre-bidder's conference, the Commonwealth has stated that companies can be sub-contractors on multiple bid responses, that primes from one bid can be sub-contractors on another, and that they can submit different pricing data to each prime contractor. How does a contractor or sub-contractor approach this without resulting in accusations of collusion, as pricing strategies could be manipulated so as to place certain contractors at a disadvantage? Please provide the Commonwealth's legal interpretation of collusion so contractor and sub-contractor can ensure they maintain legal and ethical propriety in their responses.	A vendor who submits a proposal as a prime contractor cannot participate as a subcontractor in another proposal, except where an alternate proposal is submitted as discussed in the last paragraph of Section II-5. Subcontractors can provide their pricing to multiple prime contractors, however, subcontractors who should not share any Prime contractor proposal pricing with other potential contractors. Prime contractors and subcontractors must not violate the provisions of Section I-21, the Contractor Integrity Provisions or federal and state antitrust and antibid-rigging laws in the preparation of proposals and the sharing of price information. Any questions concerning compliance with antitrust and antibid-rigging laws should be discussed with your legal counsel prior to preparing and submitting a proposal.
18	As referred to in the response to question 172, the Commonwealth is asking the contractor to provide only the pre-tax amount paid to an employee in the submitted wage rate. It remains unclear how wage rates from sub-contractors should be submitted. Should the wage rate provided by sub-contractors to contractor include sub-contractor overhead? If not, how does a sub-contractor receive any compensation for participation in the network?	The Pricing information submitted to CWOPA in the RFP response should be directly from the Prime Contractor. Any discussions of wage rate, markup and bill rate between contractors and subcontractors is strictly between these two entities. CWOPA will not make any statements regarding the agreements between these two entities. However, CWOPA assumes that any wage rate information as provided to CWOPA in the Price Submittal will only contain the pre-tax wage rate paid to the individual, and will not include any markup components.
19	What type of documentation do we need to submit to verify that a company has under 100 employees.	Please see the BMWBO website at www.dgs.state.pa.us , Keyword: BMWBO for this information.
20	At what time is the verification of 100 employees made? At time of writing the proposal, at proposal submission, at time of award?	It must be submitted with the proposal.
21	What constitutes an "employee"? Do you consider those persons who receive 1099s employees? Is an employee only a person for whom the company deducts federal taxes from their compensation? A definition of employee would be helpful.	Please see the BMWBO website at www.dgs.state.pa.us , Keyword: BMWBO for this information.
22	We run a number of National Recruiting Programs throughout the US including companies like Microsoft, Raytheon, Mellon Bank, Apple Computers, and have somewhere in the neighborhood of 1000 associate vendors. Who we use may very depending on skill sets required and we can pull any of these 1000 associate vendors as well as add additional associate vendors specifically for the CWOPA MSP as needed. Of these, do we need to state explicitly who we'll be using for this MSP for the CWOPA?	The Commonwealth requests that contractors provide their anticipated network of subcontractors for the work described in this RFP. As stated in Attachment B, Question 14, the Commonwealth will not require the contractor to use the exact network listed, and the Commonwealth expects that the network will continue to grow and evolve over the life of the contract. Please respond according to your anticipated usage of subcontracted vendors.



IT Contract Services Q&A

Index	Submitted Question	Commonwealth Answer
23	Under the request for information act, please provide me with a list of the top five providers of IT contract services to the state of PA over the past five years.	Right to Know requests must be submitted formally to the Right to Know official in the agency that has custody of the documents. In this case, it appears that the requestor will have to submit a request to multiple agencies.
24	Section II-4.6, Recruiting and Peak Demand Periods, page 16 – The second paragraph of this section refers to Question 23. Should the correct question referenced be Question 20?	The correct reference should be Question 28, the first question in the Implementation Plan Section of Attachment B - Technical Questionnaire.
25	Attachment B, Section II-4.11, Electronic Interface, page B-6 – This section refers to Attachment L – SAP System Specifications. However, Section L is titled Order Process. Would CWOPA please clarify?	In this section, the correct reference is Attachment K - SAP System Specifications.
26	Will there be any payrolling services required as part of this MSP?	Not at this time
27	As part of this proposal, should we include a plan to convert all current contractors with the CWOPA to the program?	Yes, please see Question 28 in Attachment B to respond to this topic. Current resources will not be required to convert to the awarded contractor.
28	We'd like an opportunity to do a presentation of our web based Vendor Management Software. Will we have an opportunity to do this before the contract is awarded?	If a contractor is determined to have sufficient technical capabilities after review of the Technical Submittal, the Commonwealth may request a demonstration of the web-tool prior to contract award.
29	Will the Commonwealth consider extending the due date for this proposal?	The response date has been extended to June 1st, 2004 at 4PM.
30	This contractor normally does not pay sales tax on contract labor within the CWOPA. However, if the CWOPA pays the contractor for IT Contract Services, and the contractor then pays its subcontractors, will sales tax apply to our payments to subcontractors?	This is a question to be determined between the contract and subcontractor. CWOPA will not make recommendations regarding the agreements between these two entities.
31	Are we limited to the number of primes we may support?	No, subcontractors may be part of more than one contractor's network proposal.
32	In clarification of your response to question 172, is the prime expected to show the hourly rate that a subcontractor pays their employee, and if so, how is the subcontractor expected to cover their cost of doing business (i.e. benefits, etc.) when they are unable to markup their resource's rate.	The Pricing information submitted to CWOPA in the RFP response should be directly from the Prime Contractor. Any discussions of wage rate, markup and bill rate between contractors and subcontractors is strictly between these two entities. CWOPA will not make any statements regarding the agreements between these two entities. However, CWOPA assumes that any wage rate information as provided to CWOPA in the Price Submittal will only contain the pre-tax wage rate paid to the individual, and will not include any markup components.
33	It appears, according to your answer to question 172, that a subcontractor can only show the pretax wage paid to their employee. Is it to be expected that all subcontractors are only able to pay the same hourly rate for each of the defined roles and categories in a prime's network of subs?	The Pricing information submitted to CWOPA in the RFP response should be directly from the Prime Contractor. Any discussions of wage rate, markup and bill rate between contractors and subcontractors is strictly between these two entities. CWOPA will not make any statements regarding the agreements between these two entities. However, CWOPA assumes that any wage rate information as provided to CWOPA in the Price Submittal will only contain the pre-tax wage rate paid to the individual, and will not include any markup components.
34	Is it correct to assume that, for the wage rate category, the Commonwealth is looking for the subcontractor's bill rates to the prime? Is it also correct to assume that the bill rate category is the Prime's bill rate to the Commonwealth?	The assumption that the Commonwealth is looking for the subcontractor's bill rates to the prime in the wage rate column is incorrect. The Bill rate information will be the bill rate charged by the prime to the Commonwealth for the particular resource.
35	Since the Commonwealth has not provided a specific number of labor hours, would contractors be permitted to provide our commitments to subcontractors in terms of percent of total contract value only, and not dollar value?	Please see Attachment F - Estimated Future Demand for estimated number of labor hours. Commitments to subcontracts and disadvantaged businesses should be in percentage of total contract revenues.
36	If an agency requires more stringent background checks than those described in the RFP will the agency absorb the cost of the more stringent background check? If the agency will not absorb the cost, what estimate of the cost and volume can the Commonwealth provide to ensure that all contractors are using the same information to build their costs?	Any additional background check requirements will be discussed at the time of requisition. The Commonwealth expects that all costs associated with these background checks are included in the awarded contractor's mark-up rates.
37	In the pricing Submittal Worksheets, some of the cells are coming up red even though we have followed the instructions regarding inputting proper wage rates. Is our bid still valid?	Yes. In some cases, the red cells appear due to the bidding contractor copying and pasting cells into other cells, which changes the conditional formatting. However, all calculations that affect the validity of the bid are hidden and therefore the contractors are unable to change them. As long as the worksheets are completed according to the instructions tab, and the summary sheet shows the worksheet as "Complete", the bid is valid.

Date Posted: May 25, 2004

**IT Contract Services
RFP NUMBER: CN0008116
ADDENDUM #3**

This Addendum #3 revises RFP No. CN0008116 as follows:

1. The following clarification is provided in regard to the apparently conflicting answers given for questions 150, 151, 152 and 17:

A contractor is not prohibited from submitting a proposal as a prime and also being a part of other contractors' proposals as a subcontractor. HOWEVER, contractors cannot, through their participation in multiple proposals violate the Contractor Integrity Provisions, found in Paragraph 23 of the Standard Contract Terms and Conditions for Department of General Services Statewide Contracts For Services (Attachment G of the RFP), or the non-collusion provisions of Section I-27 of the RFP. Specifically, a subcontractor should not, if it is also submitting a proposal as a prime, provide or share any pricing information with another prime contractor (a competing prime) except for the pricing for the subcontracting work to be performed by the subcontractor. Similarly, a subcontractor should not, if it is also submitting a proposal as a prime, gain access to pricing information (other than the pricing for its subcontracting work) used by a competing prime to put together its proposal. A prime contractor cannot share or disclose the pricing in its proposal with competing primes, even when the competing prime is participating as a subcontractor in the prime contractor's proposal.

2. The RFP due date is extended until June 7, 2004 at 4:00 PM.

Except as changed by this Addendum No. 3 and any earlier addenda, the Request For Proposal shall remain as originally written.

Issuing Office:

Department of General Services
Bureau of Purchases
Michael Richart

Date Posted: May 27, 2004

**IT Contract Services
RFP NUMBER: CN00008116
ADDENDUM #4**

This Addendum #4 revises RFP No. CN00008116 as follows for question #30 of the second round of questions:

QUESTION (#30): This contractor normally does not pay sales tax on contract labor within the Commonwealth. However, if the Commonwealth pays the contractor for IT contract services, and the contractor then pays its subcontractors, will sales tax apply to our payments to subcontractors?

DGS RESPONSE: This is a question to be determined between the contractor and subcontractor. The Commonwealth will not make recommendations regarding the agreements between those two entities.

After discussing the Question #30 and the Answer with the PA Department of Revenue, the Department of General Services provides this further response:

If the service is provided by a subcontractor who is an individual, the service is not a taxable service for purposes of the PA sales and use tax.

If the service is performed by an employee of a subcontractor, the service is a taxable "help supply service" and is subject to the PA sales and use tax. However, such a sale may be exempt from the PA sales and use tax pursuant to the resale exemption. If the service provided by the subcontractor is provided to the Commonwealth, as the final consumer, the service is being purchased by the prime contractor for resale to a tax-exempt entity. The prime contractor should provide a resale exemption certificate to the subcontractor. If the prime contractor provides the subcontractor with a resale exemption certificate, the subcontractor does not need to charge and collect the PA sales and use tax from the prime contractor.

Except as changed by this Addendum No. 3 and any earlier addenda, the Request For Proposal shall remain as originally written.

Issuing Office:

Department of General Services
Bureau of Purchases
Michael Richart