



REQUEST FOR PROPOSAL 3111-2 Wayfinding Mobile App Development Partner

**Prepared by
Community College of Allegheny County
Purchasing Department – Office of College Services
800 Allegheny Avenue
Pittsburgh, Pennsylvania 15233**

Interested vendors may come to the CCAC South Campus, 1750 Clairton Rd., West Mifflin, PA 15122 on Thursday, July 26, 2018 at 9:00 a.m. Vendors may have a tour of the campus to enable them to prepare their proposals for the Wayfinding app. Meet at the Campus Security Desk, inside main entrance (around right side of complex). Ask for Sharon Mills or Heather Cox.

**ALL QUESTIONS REGARDING THIS RFP SHOULD BE SUBMITTED VIA EMAIL
TO mcvetic@ccac.edu NO LATER THAN Friday, July 27, 2018 .**

**RESPONSES TO THIS RFP MUST BE DELIVERED TO THE PURCHASING
DEPARTMENT NO LATER THAN:**

Thursday, August 2, 2018

NO FAX OR ELECTRONIC RESPONSES ARE PERMITTED

COMMUNITY COLLEGE OF ALLEGHENY COUNTY
RFP 3111-2 – Wayfinding Mobile App Development Partner

Requirements/Specifications

The Community College of Allegheny County (“CCAC”) is soliciting proposals for a mobile app development partner who will provide services for a campus wayfinding mobile app platform to help South Campus visitors, students, and staff quickly and easily navigate our buildings and grounds to find the important locations, people, events and resources they need.

CCAC’s South Campus, located at 1750 Clairton Road in West Mifflin, Pennsylvania is a six-story 250,000 square-foot comprehensive educational facility occupying 212 rolling acres and has two main roadway entrances providing access from the northwestern side of the campus. The grounds are picturesque and provide walkways, trails, and a community garden for students, staff and community members to enjoy.

The campus is located in an area with limited cell phone reception. The buildings are constructed of thick concrete walls that also impede signal strength. These limitations could interfere with proper operation of the mobile app within our spaces and will need to be considered.

Primary Function – the app must have mapping capabilities.

Mapping

- Parking and building entrances/exits including parking as it relates to final destination.
- Entrance/exit roadways and marked pathways traveled by foot or vehicle.

Indoor Mapping

- Permanent, long-term, and short-term (single event) directional needs.
- Incorporate existing signage, maps, and wayfinding information.

Secondary Options – not required but nice to have.

Campus Tours

- Route planning to critical destinations and searchable points of interest.
- Ability to post pictures of landmarks and/or reference points.

Transit

- Bus schedules.
- Links to Uber and/or other shuttle options.

Searchable Campus Directory

- By personnel name and/or title.
- By department and/or office.

Campus Events & News

- Link to calendar of South Campus events.
- Link to monthly campus newsletters.

Campus Specific Resources

- Social media accounts.
- Library and Learning Services areas.

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Student Recommendations – important to consider along with Secondary Options.

- App must be consistently updated.
- Ability to explore and learn each campus and differences between them.
- Ability to view separate floors/areas.
- Easy access to bus and transit schedules.
- Ability to find:
 - Classrooms
 - Parking:
 - Relevant to destination
 - Open/available spaces
 - Activities and events on and around each campus.
 - Current student clubs and their meeting schedules.
 - Office locations and hours for both services and individuals, especially faculty.
- Gaming like campus treasure hunts or taking surveys to earn points for bookstore credit or CCAC gear.

GENERAL SPECIFICATIONS

- CCAC is open to the idea of an available (off the shelf) App if it can be customized for CCAC.
- Initial contract term is for 3 years.
- CSSPC may be part of the submittal.
- Minimum Cyber Insurance threshold is \$1 Million
- Vendor to provide the layout of the parking area and spaces not parking management in the system.
- South Campus will update the parking availability
- This is a pilot for South Campus. Other campuses are out of scope, may be another phase of the project.
- CCAC has content creators who will be trained to manager their specific content (e.g. student clubs, and so on). The administrator, and content creators, and general users.
- **Gaming feature:** a digitally interactive scavenger hunt created through a digital timeline of events or tour of places of interest using GPS coordinates and/or pre-placed QR codes – with game elements like quizzes, missions or tournaments – to create a fun and more interactive mobile app-based adventure.
- **Credits/points:** provide loyalty or reward points for completing challenges like opening the mobile app a consecutive number of days, taking a survey, rating/reviewing items, etc.
- **Office locations and hours:** from our existing app I was looking to add pictures of specific offices, or even pictures of faculty doors which list that faculty member’s office hours, as it was a much requested item from our student focus groups. Here are examples of what’s available now through Ellucian and how we were hoping our existing app could accommodate our needs

Requirements

Prior to implementing any wayfinding mobile app technology or resource, the College will assess and determine that:

- Implementation and use of the solution will forward the mission and goals of the College.

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- The solution meets all of the considerations contained in state and federal regulatory requirements.
- The solution will at all times be hosted in the continental United States of America.
- The solution will be device agnostic and available for iOS and Android users and will be compatible with all recent versions of Internet browsers.
- The solution will be FERPA & ADA compliant.
- The solution's functionality (current and planned) will be industry suitable and must be able to integrate with current CCAC content management via API.
- CCAC's brand will be incorporated to reflect the look and feel of CCAC's public website into the mobile channel.
- The College possesses sufficient internal skills and infrastructure to support the solution post-implementation.
- The College will have the ability to add, edit, revise, update, delete, archive, include versioning, documents, images, emails, diagrams, and other media content and publish when ready.
- The College will retain ownership of all data, information and intellectual property provided or developed by the College in connection with its use of the solution.
- The contract or agreement for the solution prohibits the service provider from making any alternative uses of the College's data or information.
- The contract or agreement for the solution requires the service provider to protect Personally Identifiable Information (PII).
- The contract or agreement for the solution requires the service provider to notify the College of data breaches immediately and in no less than 2 hours.
- The contract or agreement for the solution requires the service provider to promptly transfer the College's data back to the College at the conclusion of the contract, and in a manner and format that can be readily used or converted to use by the College.
- The contract or agreement for the solution requires the service provider to carry insurance in form and amount sufficient to protect the College against data breaches, and which otherwise complies with the insurance requirements established by the College's Office of Risk Management.
- The service provider possesses adequate backup and recovery capabilities.
- The service provider can ensure that data is protected at rest and in transit and while in use.
- The service provider submits to SOC 2 and other audits as required.
- The service provider provides ongoing technical and functional support for its product.

Additional Solution Assessment

- Controls: adequate controls at application and network layers based on industry best practices.
- References: at least three references where the product has been implemented and has been in production for 12 months or more.
- Exit Close: a clear process that spells out how to return CCAC's data back to the premises free of viruses, worms, data breaches, hacker activities, Trojan horse and so on.
- Termination: a minimum of six months' notice to CCAC is required.
- Financial Report: the vendor shall disclose if the company files for bankruptcy before or during the contract period with CCAC.

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- Mergers: the vendor shall inform CCAC within 30 days in case of a planned merger and shall provide tools for data migration and a technology road map for merged entity.
- Down time: planned down time requires 24-48 hours' notice to CCAC before the event.
- Warranty against: third party breaches, loss of access, and denial of service.
- Data: all data belongs to CCAC and must be securely returned to the College in standard data format compatible to industry standards - virus and Trojan free and free of other harmful data elements.
- Data Deletion: CCAC's data shall not be deleted before 90 days and until CCAC verifies that all data have been restored successfully back to CCAC's premises and are usable.

Key Terms and Definitions: as used herein, the following terms have the meaning ascribed to them below:

- "Purchase Order" means the purchase order, request for proposal, request for quotation, request for bids, articles of agreement or other document issued by Buyer to Seller to which these terms and conditions are attached or incorporated by reference, together with any specifications, schedules or other documents attached or referred to in the Purchase Order or which are incorporated therein by reference.
- "Buyer" means the Community College of Allegheny County, including, without limitation, its employees, officers, agents and representatives acting through or under the authority of its Board of Trustees.
- "Seller" means the company, agency, person or entity to whom this Purchase Order is submitted.
- "Goods" means the equipment, commodities, materials, products, software, device, methods, articles, items or services described on the face of the Purchase Order.
- "Services" means the labor and effort necessary to fulfill the duties, commitments, obligations, and responsibilities of Seller as set out in the Purchase Order. Services may include, without limitation, providing ideas, concepts, recommendations, interpretations, procedures, practices, processes, training, advice, knowledge, skill, talent, expertise and other such intangibles.
- "FERPA" means the Family Educational Rights and Privacy Act of 1974 and is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
- "ADA" means the Americans with Disabilities Act - Standards for Accessible Design published by the Department of Justice (DOJ) in September 2010. These standards state that all electronic and information technology must be accessible to people with disabilities.
- "PII" means Personally Identifiable Information and as used in information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
- "Data Breach" means the intentional or unintentional release of secure or private/confidential information to an untrusted environment.
- "Backup and Recovery Capabilities" mean the various strategies and procedures involved in protecting your database against data loss and reconstructing the database after any kind of data loss.
- "SOC 2" means the reporting of non-financial business controls as they relate to security, availability, processing integrity, confidentiality, and privacy of a system.
- "Vendor" means anyone who provides goods or services to the Buyer.

Additional References

- Board Policy II.06 – Legal Services and Review
- Board Policy V.02 – Contracts
- [CCAC ITS Procedures](#)

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Gartner Resources

- ["Toolkit: Mobile App Development"](#)

REQUIRED SUBMITTALS

1. All pricing to include delivery to: CCAC Purchasing Department, 800 Allegheny Ave., Pittsburgh, PA 15233.
2. Vendors must receive this RFP directly from the CCAC Purchasing Department and be sure they are on the vendor list for this particular solicitation. In so doing, bidders will receive all applicable addenda from CCAC. Failure to incorporate any addenda in the final submittal may result in the rejection of your bid / proposal.
3. Proposals must be held open, and may not be withdrawn, for a period of ninety (90) days from the date that the proposal is opened.
4. Purchase order terms and conditions: https://www.ccac.edu/Terms_and_Conditions.aspx

The College requires that responses to this solicitation contain the following information:

- ❑ **SUBMITTAL FORM –1:** Vendor must complete, sign, and submit this page with their proposal response.
- ❑ **PRICING SUMMARY PAGES:** Submit all pricing pages.
- ❑ **REQUIRED DOCUMENTATION:** Submit all documentation and support materials as may be described throughout this RFP.
- ❑ **REFERENCES:** Submit at least three customer references for similar app development services.
- ❑ **RESUMES:** Submit consultant resumes.
- ❑ **MBE/WBE PARTICIPATION:** CCAC encourages the participation of minority and women-owned businesses in all of its contracts and is committed to providing maximum opportunities for qualified minority and/or women-owned business enterprises (“MBE/WBEs”) to participate in its work. Bidder agrees (1) if qualified, to take reasonable and timely steps to obtain appropriate certification as an MBE and/or WBE, (2) to ensure that MBE and/or WBEs are appropriately considered as subcontractors and/or suppliers under this Agreement; and (3) to report moneys spent for MBE and/or WBE subcontractors and/or suppliers for work as CCAC may from time to time reasonably request. CCAC’s goal for MBE/WBE participation is 15%. Please provide documentation as to your firm’s good faith effort to reach this goal by describing all applicable details of MBE/WBE participation that may be included in the resulting agreement.

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I. GENERAL SUBMITTAL REQUIREMENTS

All proposal responses, inclusive of the required submittals and all other documentation, must be submitted in hard copy and either mailed, delivered by private carrier, or hand-delivered (no fax or electronic responses).

- **PROPOSAL DEADLINE: Proposals are due by 2:00 p.m. on Thursday, August 2, 2018.**
(Proposals received late will not be considered by the College.)
- **One original and one electronic copy (via disk or flash drive)** of such shall be appropriately identified and delivered to: Community College of Allegheny County, Purchasing Department – Attn: Michael Cvetic, 800 Allegheny Avenue, Pittsburgh, PA 15233
 - Proposals shall clearly indicate company name, full address, contact person, phone number, fax number and e-mail address.
 - Proposals must contain the original signature of a duly authorized officer or agent of the company submitting the proposal.
 - Any/all information/language that is proposed to be incorporated into any final agreement shall be submitted with the Vendor’s response.
 - All costs incurred in preparing a response shall be at the Vendor’s expense.

II. VENDOR REPRESENTATION / WARRANTY

Any responding Vendor, by submitting a proposal, specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, licenses, experience and character (all as may be applicable to this RFP) necessary to qualify them individually for the particular duties they perform. CCAC shall reserve the right to inspect and/or evaluate any potential awardee’s facility, physical equipment, staff, and all matters that may bear upon the ability to successfully perform the scope of work. CCAC shall conduct interviews of Vendors as needed to evaluate qualifications. Should CCAC reasonably find that any Vendor does not have the capacity to perform the work, CCAC may reject the Vendor’s proposal.

III. GENERAL TERMS AND CONDITIONS OF THE AWARDED CONTRACT

The following terms and conditions shall apply to any resulting contract. Any terms and conditions of a responding Vendor that are in conflict with the College’s terms and conditions, inclusive of any specific contractual requirements, must be identified within the Vendor’s response. CCAC may negotiate the inclusion, exclusion, or alteration of any language, terms, pricing, or conditions prior to the issuance of a signed contract or throughout the term of the contract. The final contract shall incorporate this RFP document, the College’s Master Service Agreement (refer to “Appendix A”) and any proposal submitted by the successful Vendor and accepted by the College.

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Vendors are cautioned that although the Vendor's terms may be submitted for consideration, the College reserves the right to negotiate its preference of the same, or otherwise reject the Vendor's proposal if the College is not able and willing to agree to the Vendor's terms.

- A. INVOICING/PAYMENT PROVISIONS:** The College's payment terms shall be thirty (30) days from the date the Contractor's invoice is properly presented and received. Invoices may be submitted only in accordance with deliverables that have been appropriately accepted by the College's terms as conditioned herein.
- B. TERMINATION PROVISIONS:**
- a. The awarded contract may be terminated in whole or in part in writing by the College in the event of the failure by Contractor to fulfill its obligations under the terms and conditions of the contract, or in the event that the Contractor breaches any provision of the agreement (in the College's opinion), provided that no such termination shall be effective unless Contractor is given three (3) calendar days' written notice of intent to terminate, delivered personally or by certified mail, return receipt requested, and an opportunity for consultation with the College prior to termination.
 - b. Upon receipt of a termination notice pursuant to the foregoing paragraph, Contractor shall promptly discontinue all services affected unless otherwise directed by the notice of termination.
 - c. Upon termination pursuant to the foregoing paragraphs, the College may take over the work and prosecute the same to completion by agreement with another party or otherwise. Should Contractor fail or refuse to comply fully and faithfully with the terms, conditions and stipulations of the resulting agreement, College shall have the right at their notion to cancel, annul and declare void the award and the contract without any liability whatsoever on the part of College. The College shall be the sole judge as to whether or not Contractor has fully and faithfully complied therewith. College shall have the further right before or after any such cancellation to recover by law from Contractor any and all damages sustained by reason of non-compliance with or breach of the contract by Contractor.
 - d. Upon termination, an equitable adjustment of the fee shall be made, which shall not include any profit for services or other work performed. The Contractor acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.
- C. INDEPENDENT CONTRACTOR STATUS:** It shall be expressly agreed that vendor's status hereunder an award is that of an Independent Contractor. Neither Contractor, nor any person hired by Contractor, shall be considered employees of the College for any purpose.
- D. AUTHORITY TO BIND:** In the performance of the awarded services, Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement to bind the College in any way and shall not represent to anyone that the Contractor has such authority.
- E. GOVERNING LAWS:** Any resulting agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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- F. TIME IS OF THE ESSENCE:** Time is of the essence with respect to performance of the terms and conditions of this RFP and any resulting contract.

IV. EVALUATION AND AWARD OF PROPOSALS:

- A.** While each proposal shall be considered objectively, CCAC reserves the right to accept or reject any proposal and to waive any formalities, informalities or technicalities in the RFP process at its own discretion.
- B.** CCAC will not be bound by oral explanations or instructions given by any CCAC employee or agent at any time during the competitive proposal process or after award. Only modifications to specifications issued in writing by way of an addendum shall be valid.
- C.** CCAC reserves the right to award this RFP in any manner that is determined to be in its best interest.
- D.** The issuance of the College's award letter and /or subsequent purchase order(s) shall constitute the award of any accepted proposal.

V. CONTRACTOR INTEGRITY PROVISIONS

The awarded Contractor must agree and abide by the following integrity, confidentiality and non-disclosure provisions:

- **COLLEGE'S INTERESTS:** Contractor agrees that it will not during the term of the resulting agreement engage in any activity which is contrary to and in conflict with the best interests, goals and purposes of the College.
- **CONFIDENTIALITY:** The Contractor shall not disclose to others any confidential information gained by virtue of the proposal process and the resulting contract.
- **COMPLIANCE WITH APPLICABLE LAW:** The Contractor shall maintain the highest standards of integrity in the performance of the contract and shall take no action in violation of state or federal laws, regulations, or any other requirements that govern contracting with the College.

- VI. PREVIOUS PERFORMANCE:** Contracts will not be awarded by the College to any corporation, firm or individual that has failed in any former contract with the College to perform or complete work or, in the College's sole judgment, to satisfactorily deliver or provide the quality of materials, fulfill a guarantee(s) or complete work in accordance with the schedule for such prior contract.

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Pricing Page Note: Attachments may be provided.

In addition to this Pricing Summary Page, vendors must submit **complete and itemized listings** of all proposed charges (i.e.: equipment, parts and materials, software, shipping, labor, installation, integration and implementation, maintenance options, etc.). Systems proposed must be fully functional. The cost of any omissions will be the responsibility of the vendor.

Please provide itemized and/or tiered pricing as applicable. Indicate if pricing is based on number of users, licenses, or other.

Lump Sum Hardware Cost	\$
Lump Sum Software Cost	\$
Lump Sum Labor, Installation, Integration, Implementation, Testing, Training, and Other Costs	\$
Grand Total	\$

Ongoing Costs:

App licensing	\$
Information security	\$
Support and Maintenance	\$
Future release/upgrade costs	\$

Name of company submitting proposal: _____

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APPENDIX A MASTER SERVICES AGREEMENT (awardee only)

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2017, by and between Community College of Allegheny County, with a business office located at 800 Allegheny Avenue, Pittsburgh, PA 15233 (hereinafter referred to as the "College"), and the company or business listed on the signature page hereto (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the College has issued a Request for Quotation, Proposal Solicitation, Request for Proposal, and/or a Purchase Order (hereinafter individually and collectively referred to as the "Order"), pursuant to **Proposal No. 3111-2** which the College seeks to procure certain work and services, as more fully described on the Order; and

WHEREAS, Contractor has submitted a proposal to the College to provide the services described in the Order, a copy of which is attached hereto as Exhibit A (hereinafter the "Proposal") and incorporated by reference;

WHEREAS, the College desires to engage Contractor to provide the services, pursuant to and in accordance with the terms and conditions that this Agreement set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants that this Agreement contains, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall be as specified in the Order unless otherwise stated in the section below. If no date is specified, this Agreement shall begin with the date first stated above and terminate upon satisfactory completion of the services described herein.
2. Services. Contractor shall fully and faithfully perform the work and services described in the Order and the Proposal and any specifications, scope of work or other documentation attached thereto. Contractor warrants that all work and services performed by or on behalf of it under this Agreement will conform to all terms and specifications set forth in the Order and in the Proposal.
3. Price/Fees: The College shall pay Contractor for the services and work performed by Contractor in accordance with the fees and/or prices set forth in the Proposal.
4. Terms and Conditions: This Agreement, and the services to be performed by Contractor hereunder, will be subject to and governed by College's Standard Terms and Conditions for the Purchase of Goods and Services ("Master Terms"), which are incorporated herein by reference. The Master Terms can be viewed and downloaded at https://www.ccac.edu/Terms_and_Conditions.aspx. By signing below, Contractor acknowledges its receipt and acceptance of the Master Terms.
5. Insurance Requirements: In addition to the Master Terms, Contractor shall comply with the insurance and indemnification requirements set forth on Exhibit B, which are incorporated herein by reference. Prior to commencing performance of the Services, Contractor shall furnish to the College a properly executed certificate(s) of insurance which evidence all insurance required by Exhibit B. Said certificate(s) of insurance shall be attached herein as Exhibit C.
6. Assignment. Contractor may not assign or subcontract this Agreement or its performance thereof, in whole or in part, without the College's prior written consent.

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7. Entire Agreement; Modification. This Agreement, together with the Exhibits and other documents referenced and incorporated herein, sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, whether oral or written. Any proposal, quotation, acknowledgment, confirmation or other writing submitted by Contractor to the College shall not be deemed to amend or modify this Agreement, and will be of no legal effect except to the extent that it serves to identify the work and services to be performed by the Contractor. This Agreement, and the terms set forth in the Master Terms, will control over any conflicting terms or provisions contained in any proposal, invoice or other documentation submitted by Contractor to College. The terms of this Agreement may not be modified or changed except by a writing that both parties sign. This Agreement shall inure to the benefit of the College and Contractor and the College's successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:

By: _____

Signature: _____

Title: _____

Date: _____

COMMUNITY COLLEGE

OF ALLEGHENY COUNTY:

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBITS - The following Exhibits are attached hereto and made a part of this Agreement for all purposes:

- Exhibit A - Contractor's Proposal Response
- Exhibit B - Insurance Requirements
- Exhibit C - Contractor's Certificate(s) of Insurance.

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INSURANCE AND INDEMNIFICATION REQUIREMENTS
FORM B (awardee only)

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Community College of Allegheny County (CCAC), its agents, officers, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) to the extent directly arising from the acts, errors, mistakes, omissions, work or service of Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements of this Contract will in no way be construed as limiting the scope of indemnification in this Paragraph.

Insurance. Contractor shall maintain during the term of this Contract insurance policies described below issued by companies licensed in Pennsylvania with a current A.M. Best rating of A- or better. At the signing of this Contract, and prior to the commencement of any work, Contractor shall furnish the CCAC Procurement Department with a Certificate of Insurance evidencing the required coverages, conditions, and limits required by this Contract at the following address: Community College of Allegheny County, Procurement Department, 800 Allegheny Avenue, Pittsburgh, PA 15233.

The insurance policies, except Workers' Compensation and Professional Liability (as applicable), shall be endorsed to name Community College of Allegheny County, its agents, officers, employees, and volunteers as Additional Insureds with the following language or its equivalent:

Community College of Allegheny County, its agents, officers, employees, and volunteers are hereby named as additional insureds as their interest may appear.

All such Certificates shall provide a 30-day notice of cancellation. Renewal Certificates must be provided for any policies that expire during the term of this Contract. Certificate must specify whether coverage is written on an Occurrence or a Claims Made Policy form.

Insurance coverage required under this Contract is:

- 1) Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract.
- 2) Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Contractor's owned, hired, and non-owned vehicles.
- 3) Workers' Compensation insurance with limits statutorily required by any Federal or State law and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.**

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SUBMITTAL FORM - 1

By submitting a proposal the Vendor acknowledges that the following items are hereby understood and agreed to:

The undersigned, having carefully examined all sections and attachments to this Request for Proposal does hereby offer to furnish all labor, materials, equipment, supplies, insurance and bonds specified, and services necessary to fulfill the contract in accordance with the RFP which is/are hereby acknowledged by the signature below.

STATEMENT OF NON-COLLUSION

Finally, the undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on this same service and is in all respects, fair and without collusion or fraud.

SIGNATURE OF OFFEROR

(Must be signed by a duly authorized officer or agent of the responding company.)

Company Name	_____	Signed by	_____
FEIN	_____	Name (printed)	_____
Address	_____	Title	_____
	_____	Telephone	_____
Zip + four	_____	Fax	_____
Date	_____	E-mail	_____

SOFTWARE CYBER SECURITY SERVICE PROVIDER CHECKLIST (CSSPC)



www.ccac.edu

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Software Cyber Security Service Provider Checklist (CSSPC)

Cloud Provider's Information:

Name : Click here to enter text.
Street Address : Click here to enter text.
City, State Zip : Click here to enter text.
Phone Number : Click here to enter text.
Email Address : Click here to enter text.
Website : Click here to enter text.

Type of Service: Click here to enter text.

Vendor Security Requirements (Source: http://doit.maryland.gov/cybersecurity/Pages/default_old.aspx)

- Must include exit strategy in the contract
- Minimum Cyber Insurance (\$10 million)
- Third party data control
- Cloud security governance
- Cloud management
- Identity and log management
- Contractual requirement
- Service Level Agreement (SLA)
- Must be hosted in the continental USA
- Custom source code (Escrow)
- Data conversion
- Risk mitigation
- Third party auditing
- Ownership clearly spelt out
- Data belongs to CCAC and must be protect in transit and at rest in the cloud
- Provide must agree to SOC – Type II Audit to meet cloud security requirement
- Disaster recovery management plan
- CCAC's intellectual property protection
- Procedure for safe disposal of CCAC's information when required
- Schedule of daily backup, incident response and data recovery
- Performance measurement metrics
- Problem escalation and management plan

Vendor Service Level Agreement (SLA) Requirements

- Clear definition of services
- Agreed upon service levels
- Performance measurement (Performance at 99.97%)
- Problem management
- Customer duties
- Disaster recovery
- Termination of agreement
- Definition of vendor versus customer responsibilities, especially pertaining to backups, response, and data recovery
- Service availability time,
- Service outages, routine maintenance timeframes
- Service upgrades and changes to the cloud computing services

Glossary and Explanation

Vendor Security Requirements

1. Must include exit strategy in the contract
 - a. That the contract or agreement for the solution requires a minimum of six months' advance notice of termination to CCAC by the vendor (*ref: page 100 | Administrative Regulations Manual (rev. 8.15.2016).pdf*).
 - b. What are the secure and viable ways the cloud service provider returns data (provide format details) to CCAC and associated cost.
 - c. As part of data rescue efforts, is it possible to move CCAC data securely to other storage cloud services, if yes, what are the available options with detailed cost breakup
2. Minimum Cyber Insurance (\$10 million)
 - a. Vendor to provide details if different than minimum.
3. Third party data control
 - a. If third party Cloud service provider owns CCAC data, then all legal or regulatory requirements will apply to third-party Cloud service provider. Is third party have access to encryption keys?
4. Cloud security governance
 - a. Acceptable use policy for infrastructure as a service (IaaS), platform as a service (PaaS) and software as a service (SaaS)
 - b. Cloud vendor rating within Gartner Magic Quadrant.
5. Cloud management
 - a. Cloud vendor solution will include tools for
 - i. provisioning cloud environment and services
 - ii. security governance and compliance
 - iii. monitoring and logging
 - iv. configuration and management
6. Identity and log management
 - a. For better visibility, data security, threat protection and compliance, as well as to automate security configurations.
 - b. Cloud vendor to record user account activity for governance, compliance, and operational and risk audit and ability to integrate with Security Incident and Event Management (SIEM) systems for further analysis.
7. Contractual requirement
 - a. Vendor to provide details of their contractual requirements.

8. Service Level Agreement (SLA)
 - a. Cloud vendor to explain policy-governing SLA for each service offered.
 - b. Monthly uptime for all services should be 99.97% or better
 - c. Cloud vendor to clearly specify SLA exclusions
9. Must be hosted in the continental USA
 - a. Cloud vendor to host CCAC Application and store data (including all forms of backup) within US jurisdiction.
10. Custom source code (Escrow)
 - a. Vendor to provide details of customer custom “software source code” escrow policies.
11. Data conversion
 - a. Cloud vendor will list secure unmanaged and managed data migration tools, between CCAC-to-Cloud and Cloud-to-CCAC.
12. Risk mitigation
 - a. Firewall/micro-segmentation
 - b. Cloud Access Security Brokers (CASB) for authentication, single sign-on, authorization, credential mapping, device profiling, encryption, tokenization, logging, alerting, malware detection/prevention and so on.
 - c. TLS/VPN protected access
13. Third party auditing
 - a. Cloud vendor will allow third party auditing as per CCAC choice.
14. Ownership clearly spelt out
 - a. Cloud vendor to clearly specify boundary of responsibilities
15. Data belongs to CCAC and must be protect in transit and at rest in the cloud
 - a. Excellent Encryption Key Management system supporting Access control, Auditing, Scale, Availability, redundancy and Rotation (automation and audit log)
16. Provider must agree to SOC – Type II Audit to meet cloud security requirement
 - a. Cloud vendor to provide annual SOC 2: Security, Availability, & Confidentiality compliance/compliant report
17. Disaster recovery management plan
 - a. Cloud vendor to provide detailed disaster recovery management plan for services offered.
18. CCAC’s intellectual property protection
 - a. Cloud vendor to provide details of how they will protect CCAC’s intellectual property.

19. Procedure for safe disposal of CCAC's information when required
 - a. Cloud vendor to provide process details of how they will safely dispose CCAC's information when required.
20. Schedule of daily backup, incident response and data recovery
 - a. Cloud vendor to provide role-based access control (RBAC) for data backup and recovery process with scale up/down feature.
 - b. Cloud vendor to support geographically dispersed copies of backup data to mitigate a broad range of natural and manmade disasters.
 - c. Cloud vendor to support encryption(in-flight, data at rest and client side) , access control, audit and logs
21. Performance measurement metrics
 - a. Cloud vendor to provide list available metrics (and an option to create custom metrics) to measure performance and health of workload on the system/services offered.
 - b. Cloud vendor to provide notification when certain metric crosses certain threshold and provision for auto scaling a resource based on notification.
 - c. Cloud vendor to provide advanced analytics on performance of resource usage trends.
 - d. Cloud vendor to provide metric measurement frequency, availability and retention history
22. Problem escalation and management plan
 - a. Cloud vendor to provide details of problem escalation and change management process.

Vendor Service Level Agreement (SLA) Requirements:

1. Clear definition of services
 - a. Cloud vendor to clearly define services offered/quoted within the context of SLA
2. Agreed upon service levels
 - a. Cloud vendor to submit agreed service levels
3. Performance measurement (Performance at 99.97%)
 - a. Service(s) performance and availability should be 99.97% or better
4. Problem management
 - a. Cloud vendor to specify how problem management is performed within SLA
5. Customer duties
 - a. Cloud vendor to explain how customer responsibilities affects SLA metric.
6. Disaster recovery
 - a. Cloud vendor to explain how SLA is maintained during disaster recovery event.

7. Termination of agreement
 - a. Cloud vendor to explain the process of “Termination of agreement” and its effect on SLA.
8. Definition of vendor versus customer responsibilities, especially pertaining to backups, response, and data recovery
 - a. Cloud vendor to clearly define customer responsibilities, especially pertaining to backups, response, and data recovery.
9. Service availability time
 - a. Cloud vendor to explain services availability within the context of SLA agreement.
10. Service outages, routine maintenance timeframes
 - a. Cloud vendor to explain Service outages, routine maintenance timeframes within the context of SLA agreement.
11. Service upgrades and changes to the cloud computing services
 - a. Cloud vendor to explain how Service upgrades and changes to the cloud computing services effect SLA agreement